

ADS WATER AND WASTEWATER SERVICE AGREEMENT

COVER SHEET

This Water and Wastewater Service Agreement is between the Amazon Entity and Provider identified below (each a "Party" and together the "Parties"), is made as of the Effective Date identified below ("Effective Date"), and includes this Cover Sheet, the Terms and Conditions, and Exhibits ("Agreement").

The Parties to this Agreement are:

Amazon Entity:	Amazon Data Services, Inc. or ADS
Provider:	Spotsylvania County, Virginia
Effective Date:	November 22, 2024 ^{OH}
Project:	Mattameade Tech (as identified in Exhibit 6)

Each Party's contacts to receive notices about this Agreement are:

ADS	Provider
Amazon Data Services, Inc. 410 Terry Avenue North Seattle, WA 98109 Email: Infraenergy@amazon.com	County Administration Attn: County Administrator P.O. Box 99 Spotsylvania, VA 22553 coadmin@spotsylvania.va.us
Legal Notices:	Legal Notices:
410 Terry Avenue North Seattle, WA 98109 Attention: General Counsel (ADS) Email: contracts-legal@amazon.com infraenergy@amazon.com	County Attorney's Office Attn: County Attorney P.O. Box 308 Spotsylvania, VA 22553 coatty@spotsylvania.va.us



Key Terms:

Table 1: Service Specifications – Mattameade Tech					
Provider Service:	Potable Water Line Extension		Low Flow Discharge Line Extension	Reclaim Water Line Extension	High Flow Discharge Line Extension
Infrastructure Description:	Mallard Road Waterline Extension to connect to stub on Mallard Rd	Orrock Road Waterline Extension to connect to Mallard Rd Extension near Intersection	Interim Sewer Flow Pump Station Phase 1 Sanitary Sewer Extension	Reuse System Distribution Extension	Regional Pump Station Phase 2, Sewer Extension
Infrastructure Design Specifications:	Exhibit 1		Exhibit 2	Exhibit 3	Exhibit 4
<p>ADS will temporarily use municipal water (managed by local governments or public utilities) until the county's first reclaimed water plant, fully funded by ADS, becomes operational in 2028. See comment on Permanent Cooling Water for context.</p> <p>Municipal water is used only during temporary reclaimed water system outages.</p> <p>Minimum required per regulation. Reclaimed water will be used for fire protection at this site. Municipal water is used only during temporary reclaimed water system outages.</p>	<p>Interim Cooling 125 gpm (10/9/2026 - 2/7/2029)</p> <p>Interim Cooling after Cosner is on reuse 347 gpm (after Cosner is on reuse; 1/1/2027-2/7/2029*)</p> <p>Emergency Cooling (2/7/2027 onward**) 347 gpm</p> <p>Domestic Potable Water Maximum delivery rate: 30 gpm Average delivery rate: 16 gpm (10/9/2026 onward)</p> <p>Fire Protection Maximum delivery rate: 500 gpm for 8 hours (10/9/2026 onward)</p>	<p>Interim Cooling Water Discharge 135 gpm</p> <p>Domestic Sewer Maximum delivery rate: 30 gpm Average delivery rate: 16 gpm</p> <p>Total 165 gpm</p>	<p>Annual discharge will be 4.2 MGY</p> <p>Permanent Cooling Water Maximum Delivery Rate: 1980.4 gpm</p>	<p>Permanent Cooling Water Discharge Maximum delivery rate: 842 gpm</p> <p>Sanitary Sewer (if needed) Maximum delivery rate: 30 gpm Average delivery rate: 16 gpm</p> <p>Annual discharge for 11 buildings will be 4.2 MGY</p>	

GPM = Gallons per Minute
MGY = Million Gallons per Year

GPM numbers represent peak water use - Hottest day of a hot year. Actual annual consumption for the 11-building campus will be 18.8 MGY (1.7 MGY per data center)—significantly lower than peak because Northern Virginia's climate requires cooling water only 4.1% of the year, based on 10 years of historical data. Remaining 97% is cooled using outside air



Pounds Per Square Inch (PSI) at meter/fence line:	35-80		NA	35-80	NA
Design and Engineering Delivery Date:	Complete	ADS - To Be Included In ADS Campus Site Plan	County by 9/18/2025	County by 7/8/2026	County by 7/8/2026
Construction Performed By:	Complete	ADS	ADS	ADS	ADS
Service Delivery Date:	10/9/2026		10/9/2026	2/7/2029	2/7/2029

Table 2: Estimated ADS Infrastructure Reimbursement Amounts				
Provider Service:	Reuse Conveyance and Return (PER and Easement)	Ground Storage Tank and Booster Pump Station	Reuse Pipeline	Return Pump Stations and Force Main
Estimated ADS Infrastructure Reimbursement Amount:	\$2,000,000	\$2,000,000	\$8,000,000	\$3,000,000



Table 3: Water Service Rates				
Provider Service:	Potable Water	Additional Potable Water	Level 1 Reclaimed Water	Discharge
Connection Rate:	Per Spotsylvania County Ordinance Sec. 22-128	Per Spotsylvania County Ordinance Sec. 22-128	TBD	Per Spotsylvania County Ordinance Sec. 22-128
Service Rate:	Per Spotsylvania County Ordinance Sec. 22-128	Per Spotsylvania County Ordinance Sec. 22-128	Set in accordance with Section 3.2 of this Agreement	Set in accordance with Section 3.2 of this Agreement
Billing and Payment:		Spotsylvania County Ordinance, Ch. 22, Div. 5		



ADS WATER AND WASTEWATER SERVICE AGREEMENT

TERMS AND CONDITIONS

ARTICLE 1 – WATER AND SEWER INFRASTRUCTURE

1.1 Provider Infrastructure Obligations.

(a) ***Design and Engineering.***

(i) In accordance with the Service Specifications and Design Specifications set forth in Table 1 and consistent with the terms of this Agreement, Provider will design and engineer the Infrastructure necessary to provide the following Provider Services: Potable Water, Additional Potable Water, Level 1 Reclaimed Water Production, Level 1 Reclaimed Water, and Discharge. The Design Specifications for such Infrastructure are shown on the attached Exhibit 1, Exhibit 2, Exhibit 3, and Exhibit 4.

(ii) For all Mattameade Tech Infrastructure, set forth in Table 1 (except for the Potable Water Line Extension), Provider will complete the design and engineering by the Design and Engineering Delivery Date set forth in Table 1.

(iii) The Parties acknowledge that the Design Specifications, as defined and described in this Agreement, including, but not limited to, as set out in Table 1 and the Exhibits, are general in nature and will be amended by Provider. Provider may amend the Design Specifications for any reason including, but not limited to, ensuring consistency with the DSM and Applicable Law, meeting the Service Specifications while providing capacity to the region beyond the needs of the Projects, and ensuring the Infrastructure can be completed and accepted into the System. When amended by the Provider, the amended designs will then be considered the Design Specifications and incorporated into this Agreement. The Design Specifications will be determined at the sole discretion of the Provider, provided that the Design Specifications must be adequate to at least provide the Provider Services consistent with the Service Specifications. If Provider amends the Design Specifications, the Provider will promptly provide ADS a written copy of the change pursuant to its reporting obligations under Section 1.2(b). ADS may provide feedback to Provider pursuant to Section 1.2(b). Provider will not be required to pause its work to await any feedback from ADS. Provider will maintain a complete set of all specific Design Specifications and provide copies to ADS promptly upon completion of any specific designs or upon the request of ADS. The terms of this Agreement are subject in their entirety to the County's sole right to determine the Design Specifications set forth in this Section 1.1(a)(iii) and notwithstanding anything to the contrary in this Agreement, the terms of this Agreement will not be interpreted to limit the County's rights set forth in this Section 1.1(a)(iii).

(b) ***Property Rights & Permits.*** Provider will (i) exercise its best efforts to obtain all permits, other than local construction and land use permits related to the Projects, (ii) obtain all property rights necessary to construct the Infrastructure and necessary for the Provider to maintain the Infrastructure once accepted into the System, and (iii) provide access to ADS, its

employees, contractors, subcontractors, and agents during construction. ADS's and its employees', contractors', subcontractors', and agents' access to Provider's property and property rights during construction will be subject to and conditioned upon the terms of this Agreement including, but not limited to Section 5.2 and Section 5.3.

(c) **Reclaimed Water System.** Upon the discovery of any issue that has caused or may cause an outage of the Reclaimed Water System, Provider will promptly provide written notice to ADS. No later than 12 hours after discovery of such issue, Provider will commence repairs so as to minimize the duration of any outage of the Reclaimed Water System. Provider will perform the repairs necessary and consistent with Good Utility Practice and American Water Works Association standards to restore operation of the Reclaimed Water System as soon as is reasonably practicable. Provider will exercise its best efforts to maintain contractors on standby to promptly perform repairs of the Reclaimed Water System, and Provider will call upon its contractors and any applicable mutual aid agreements with other localities to promptly repair the Reclaimed Water System, which will be considered a critical system similar to hospitals. Provider will operate and maintain the Reclaimed Water System consistent with all manufacturers recommendations and Good Utility Practice.

(d) **Provider's Obligations Conditioned on ADS Funding.** The Parties understand and agree that Provider is not, and will not be, required to encumber any general or utility enterprise funds for the Provider's performance under Sections 1.1(a) through (c) and may rely solely upon the funding provided by ADS to meet these obligations. Therefore, the Provider's obligations under Section 1.1(a) through (c) are subject to, and conditioned upon, receipt of funding by ADS consistent with Section 1.3. ADS further agrees that it will not unreasonably withhold any amounts owed to the Provider under Section 1.3. To the extent (i) ADS does not timely perform its funding obligations described in Section 1.3 or its construction obligations described in Section 1.2(a), or (ii) despite use of best efforts, Provider does not timely obtain a required permit, and such failure delays Provider's performance of its obligations under Sections 1.1(a), 1.1(b), 1.1(c), or 1.2(b), then Provider will be entitled to a day-for-day delay in any affected Design and Engineering Delivery Dates and any affected Service Delivery Dates set forth in Table 1.

1.2 ADS Infrastructure Obligations.

(a) **Construction.** In accordance with the Design Specifications set forth in Table 1, the DSM, and Applicable Law, ADS will procure the LLE and other necessary construction materials and equipment and construct the Infrastructure necessary to provide the following Provider Services: Potable Water, Level 1 Reclaimed Water, and Discharge. ADS's obligation to construct the Infrastructure is subject to Provider's obligation to obtain all necessary property rights and permits as set forth in Section 1.1(c). If ADS has complied with Section 1.3 to the extent necessary for the Provider to perform the applicable work, and if Provider does not provide complete design and engineering for the Infrastructure to ADS by the applicable Design and Engineering Delivery Dates, or if Provider does not obtain the necessary property rights or permits in a reasonable amount of time to allow for the completion of construction by the applicable Service Delivery Date, then ADS will be entitled to a day-for-day delay in its obligations

under Section 1.2(a) and Section 1.2(b), as well as its obligation to transition to Level 1 Reclaimed Water for cooling water.

(b) **Reporting and Inspection.** Beginning on the 30th day following the Effective Date and continuing each month through completion of construction, ADS will update Provider in writing on ADS's progress on installing and constructing, as applicable, the Infrastructure identified in Section 1.2(a) (the "**ADS Monthly Report**"). Beginning on the 30th day following the Effective Date and continuing each month through completion of construction, Provider will update ADS in writing on provider's progress on designing, engineering, permitting, installing, and constructing, as applicable, the Infrastructure identified in Sections 1.1(a) and (b) (the "**Provider Monthly Report**"). The Parties may agree to increase or decrease the frequency of reporting as the Projects move forward. The Parties may comment on the respective Monthly Report, inspect progress during construction, and monitor progress during construction.

(c) **Property Rights.** Upon Provider's acceptance of the System or any part thereof, ADS will grant, convey, transfer, and assign or cause the grant, conveyance, transfer, and assignment to the Provider of easements or other property rights in ADS's or its Affiliate's property necessary for Provider to construct, maintain, operate, and repair the Infrastructure. ADS will reasonably assist Provider in acquiring all offsite property rights and rights-of-way located outside ADS's property line or outside the property line of the property otherwise encompassing the Projects if not owned by ADS to allow the Provider to construct, maintain, operate, and repair the Infrastructure.

(d) **Acceptance Testing.** Within 10 business days after ADS's submission of a request for first acceptance (as described in the DSM), of the Infrastructure, or any portion thereof which is at the time appropriate for acceptance into the System under the DSM, Provider will cause such Infrastructure to be inspected by an engineer selected by Provider and reasonably acceptable to ADS (the "**Third-Party Engineer**") and tested for compliance with the Site Plan, the DSM (as the DSM was in effect at the time of Site Plan approval), and Applicable Law. ADS will provide the County with a non-binding, estimated schedule of acceptance testing, identifying the portions of the Infrastructure anticipated to be ready for inspection and the anticipated time frame, and Provider will exercise reasonable efforts to comply with such schedule. ADS will not bury the Infrastructure or otherwise limit the Provider's or the Third-Party Engineer's access to the Infrastructure in a manner that prevents inspection of the Infrastructure as set forth in the DSM. Acceptance of all or a portion of the Infrastructure into the System is conditioned on Provider's approval that the Infrastructure meets the Site Plan, the DSM (as the DSM was in effect at the time of Site Plan approval), and Applicable Law, provided such approval will not be unreasonably withheld, conditioned, or delayed. Provider will promptly communicate any deficiencies in the Infrastructure discovered in the inspections so as to allow ADS to perform the work necessary to correct the deficiencies and ensure the Infrastructure complies with the Site Plan, the specifications set forth in the DSM, and Applicable Law so that it can be accepted into the System.

(e) **Turnover and Acceptance.** ADS will turn over, assign, and convey the Infrastructure to the Provider as set forth in the DSM.

1.3 Infrastructure Payment Obligations.

(a) **Advance and Reimbursement.** The Parties agree the Estimated ADS Infrastructure Reimbursement Amounts set out in Table 2 of the Cover Sheet are a reasonable estimate of the costs and expenses to be incurred by the Provider related to Provider's obligations under this Agreement. ADS will advance, and, if necessary, reimburse the Provider for reasonable costs and expenses incurred by Provider or its agents to design, engineer, construct, and secure property rights for the Infrastructure in accordance with Article 1 of this Agreement. If ADS disputes any cost or expense incurred or estimated by the Provider claiming that the cost or expense is not reasonable, it will promptly notify the Provider and specifically identify the reasons why it thinks the costs or expenses are not reasonable, and, if ADS provides said notice and reasons, the Parties will attempt in good faith to resolve such dispute through prompt negotiations. However, Provider will not be required to pause its work to await any resolution of said negotiations, and if ADS withholds any payment of the Provider's costs or expenses, Provider will be entitled to the relief set forth in Section 1.1. Any payment by ADS will not waive any right to contest a cost or expense as not reasonable. If the Parties agree that ADS has paid Provider for unreasonable costs or expenses, then the Parties will reduce a future ADS payment by such amount or will include such amount in the true-up statement described in Section 1.3(b)(iii).

(b) **Schedule.**

(i) **Initial Estimated Quarterly Advance and Reimbursement Schedule.** Within 60 days of the Effective Date, Provider will deliver to ADS a schedule of estimated quarterly costs and expenses. The schedule will show estimated costs and expenses, broken out by each Provider Service indicated in the Key Terms of the Cover Sheet, through each applicable Design and Engineering Delivery Date and Service Delivery Date.

(ii) **Updated Quarterly Estimates.** Within 60 days prior to the start of each calendar quarter, Provider will provide ADS an estimate of engineering, design, permitting, construction, and property right acquisition costs and expenses for Infrastructure to be incurred during the upcoming calendar quarter. ADS will transfer to Provider funding sufficient to cover the anticipated quarterly costs and expenses within 30 days of the first business day of each calendar quarter.

(iii) **Quarterly Billing.** Within 30 days of the close of each calendar quarter, Provider will provide ADS with invoices or other documentation reasonably acceptable to ADS showing Provider's actual costs and expenses related to the performance of Provider's obligations under this Agreement related to the Infrastructure, including the reasonable costs and expenses of obtaining property rights incurred by Provider or its agents during the preceding quarter and any amount in arrears. ADS and Provider will adjust the next quarterly expense estimate to either provide additional funding to cover Provider's incurred expenses in excess of ADS's payments or reduce ADS's funding to account for unspent funds. Within 60 days of completion of construction of the Infrastructure, Provider will issue to ADS a true-up statement that includes all invoices and relevant documentation of the costs and expenses Provider actually incurred related to the Infrastructure, and states either (i) the amount due from ADS to Provider, or (ii) the

refund due from Provider to ADS. Any true-up amounts due by ADS or Provider will be paid within 30 days following presentation of the true-up statement.

1.4 **Second Contractor.** Provider will use best efforts to identify two contractors at time of bid selection, one primary and one secondary, to perform the design and engineering work set forth in Table 1, and such secondary contractor would be available to assume the design and engineering work if so directed by Provider. If Provider reasonably believes it will not be able to deliver its design and engineering obligations set forth in Section 1.1 by the applicable Design and Engineering Delivery Date and if utilizing a secondary contractor will allow Provider to meet the requirements of Section 1.1 by the applicable Design and Engineering Delivery Date, then Provider will utilize best efforts to contract with the identified secondary contractor to perform the design and engineering work. To the extent allowable by Applicable Law, if Provider reasonably believes it will not be able to deliver its construction performance obligations set forth in Section 1.1 by the applicable Service Delivery Date and if utilizing a secondary contractor will allow Provider to meet the requirements of Section 1.1 by the applicable Service Delivery Date, then Provider will utilize best efforts to contract with a secondary contractor to perform the construction work. If ADS reasonably anticipates that Provider will not be able to meet an applicable Design and Engineering Delivery Date or Service Delivery Date, it may request Provider to utilize a secondary contractor to complete the work and Provider will consider the request and provide ADS with a written explanation of its determination.

1.5 **Latecomer Connection Charge.** Provider will, and hereby does, direct its staff to exercise best efforts, to the extent the legislation is permitted by Applicable Law, to draft legislation and otherwise create a program to present to the Board for consideration amending the Spotsylvania County Code to include provisions authorized in Virginia Code § 15.2 – 2243, or any similar statutory authority, to allow the Provider to administer the recovery from any Latecomer and reimbursement to ADS of costs incurred to design, engineer, and construct Infrastructure related to cooling water supply and discharge. Such cost recovery from Latecomers and payment to ADS would be on a pro-rata basis, determined using the ratio of the Infrastructure's total capacity to a Latecomer's requested usage.

ARTICLE 2 – TERM, EFFECTIVE DATE, TERMINATION

2.1 Term.

(a) **Initial Term.** This Agreement will take effect on the Effective Date and will remain in effect for 20 years (“**Initial Term**”).

(b) **Renewal Terms.** Upon the expiration of the Initial Term, this Agreement will renew by its own terms for successive 12-month terms (each a “**Renewal Term**”, and together with the Initial Term, “**Term**”) unless either ADS or the Provider provides written notice to the other at least 90 days prior to the expiration of the Initial Term or any Renewal Term that it does not intend to renew the Agreement.

(c) **Conditions Precedent.**

(i) This Agreement, despite any execution hereof, has no legal effect, is non-binding, is unenforceable, and will be considered void in any legal action or other attempt to enforce it, unless and until the Revenue Share, as defined herein, is established. For the sake of clarity, the Revenue Share is not established if it does not meet the terms set out in its definition in Article 10. This Agreement is wholly conditioned upon the establishment of the Revenue Share.

(ii) The Provider's commitments in this Agreement are wholly conditioned upon the completion of the upgrades to the Massaponax Wastewater Treatment Plant set forth in the Water and Wastewater Service Agreement between Spotsylvania County and ADS regarding Cosner Tech, Carter's Store Tech, and Summit Crossing Tech and any other infrastructure required to be built as part of that agreement which is necessary to convey water, recycled (reclaimed, reuse) water, wastewater, and discharge to or from the Infrastructure to be designed and constructed herein.

2.2 Termination.

(a) **Termination by ADS.** ADS may terminate this Agreement at any time by providing written notice to Provider at least 90 days prior to the date of such termination. If ADS terminates this Agreement pursuant to this Section 2.2, then ADS's sole liability and Provider's exclusive remedy is payment for (i) any outstanding costs and expenses incurred by Provider pursuant to Section 1.3 as of the termination date, (ii) any Provider Services provided under this Agreement as of the termination date, and (iii) any remaining construction and payment obligations which are provided for under Section 2.2(c).

(b) **Termination from Closure.** Provider may terminate this Agreement upon 90 days' prior written notice only if (i) the Projects permanently cease their data center operations for more than 12 consecutive months and at least 3 years has passed from the Effective Date and (ii) Provider has paid ADS all amounts due and owing under this Agreement.

(c) **Work in Progress; ADS Parent Guaranty.** If ADS terminates this Agreement, or if ADS defaults and the Provider elects to terminate this Agreement as set forth in Article 7, then ADS will remain obligated to pay, consistent with Section 1.3, for the entire completion of the Infrastructure then currently being constructed. By way of example, should the Infrastructure then being constructed be designed to be constructed in 10 phases and should ADS have completed 3 phases that have been accepted by Provider into the System and at the time of termination phase 4 is being constructed, then ADS will be responsible for the costs to complete phase 4 so that phase 4 can be accepted into the System, provided that ADS would not be required to pay for or complete phases 5 through 10. ADS will have no obligation to pay for or complete any Infrastructure for which construction had not begun. To guarantee ADS's payment for the completion of the remaining Infrastructure being constructed by ADS for the portion of the Infrastructure then currently underway at the time of termination if not completed by ADS, within 120 calendar days after the Effective Date, ADS will execute and deliver to Provider a parent guaranty issued by Amazon.com, Inc., in favor of Provider, with a cap of \$70,000,000.00 and in the form attached as Exhibit 5 ("**ADS Security**"). Provider may exercise its rights under the ADS Security to recover unpaid costs due from ADS's obligations under this Section 2.2(c). ADS

may cancel the ADS Security upon ADS’s turnover and Provider’s acceptance of the Infrastructure required to be completed under this Section 2.2(c).

(d) If ADS terminates this Agreement under this Section 2.2, it will immediately, upon written demand by the Provider, grant or release or cause the grant or release to the Provider, all real property rights and personal property rights owned or controlled by ADS or its Affiliates necessary for Provider to complete the remaining Infrastructure then being constructed by ADS.

ARTICLE 3 – RATES AND PAYMENTS

3.1 **Provision of and Payment for Provider Services.** ADS will apply for the Provider Services using Provider’s generally applicable form. No later than 10 business days after Provider’s receipt of ADS’s completed application as deemed complete by Provider for a Provider Service and completion and acceptance of all necessary Infrastructure, the Provider will approve ADS’s application and will provide the Provider Services in accordance with the Service Specifications set forth in Table 1. ADS will pay for the Provider Services in accordance with the rates contained in Table 3.

3.2 **Level 1 Reclaimed Water and Discharge Provider Services.** If Provider establishes rates for Level 1 Reclaimed Water Provider Service and for Discharge Provider Service, the rates will be consistent with Applicable Law, commensurate with the cost of providing the Level 1 Reclaimed Water Provider Service and Discharge Provider Service, and will be established following the procedure and standards established by Virginia Code § 15.2-2119. If Provider establishes rates for Level 1 Reclaimed Water Provider Service, the Provider will, and hereby does, direct its staff to exercise best efforts, to the extent the legislation is permitted by Applicable Law, to draft legislation to allow the Provider to consider setting rates which will not require ADS to pay an availability fee for Level 1 Reclaimed Water Provider Service.

3.3 **Interim Cooling and Emergency Cooling.** Provider will make available to ADS 347 gpm of interim cooling water and emergency cooling water to Mattameade, as shown in Table 1, only after Cosner Tech is receiving water from the Reclaimed Water System. Prior to Cosner Tech receiving water from the Reclaimed Water System, Provider will provide ADS with interim cooling and emergency cooling consistent with the flows shown in Table 1. ADS may use Potable Water as interim cooling water until Level 1 Reclaimed Water is available for ADS’s use as permanent cooling water.

Refer Table 1 for full details. ADS will temporarily use municipal water (managed by local governments or public utilities) until the county's first reclaimed water plant, fully funded by ADS, becomes operational in 2028. Actual annual consumption for the 11-building campus will be 18.8 MG (1.7 MG per data center)

3.4 **Notice of Available or Use Change.** Provider will provide notice to ADS at least 10 business days in advance, or as soon as reasonably possible in the case of a Force Majeure Event, if Provider Services will be interrupted for maintenance, repairs, or other purposes. If Provider does not provide substitute Provider Services, ADS may provide its own substitute Provider Services, and Provider will cooperate to provide access to Infrastructure as needed for ADS to utilize such substitute Provider Services. ADS will provide Provider with at least 10 business days prior written notice if it plans to substantially reduce its usage of Provider Services, and will provide such notice promptly after the discovery of an unplanned and substantial reduction of its usage.



3.5 Measurement of Water Quantity. Upon installation of the meters by ADS, Provider will own, operate, and maintain one or more meters that meet all applicable accuracy, precision, and calibration standards established by Good Utility Practice and Applicable Law. Provider will read each meter on a monthly basis to determine the amount of each Provider Service delivered to each Project and will bill ADS on a monthly basis based on its usage and consistent with Applicable Law. When Provider provides regulatory reporting on water quality measurements for water provided to ADS, it will provide such reports to ADS. ADS may request additional sampling events and the addition of sampling parameters beyond what is required for regulatory compliance, and Provider will reasonably grant such requests, provided that ADS will be responsible for all reasonable costs associated with these requests.

ARTICLE 4 – FORCE MAJEURE EVENT & CHANGE IN LAW

4.1 Definition. A Party will not be responsible to the other party for any delay or failure to perform to the extent that the delay or failure to perform is caused by an event or circumstance that (a) is beyond the reasonable control of such Party, (b) was not foreseeable at the time of execution of this Agreement, or if foreseeable, could not have been avoided or overcome by such Party through the exercise of commercially reasonable diligence, and (c) prevents, hinders or delays such Party in its performance of any (or any part) of its obligations under this Agreement (each, a “**Force Majeure Event**”). Subject to the requirements of the prior sentence, Force Majeure Events may include acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds, lightning, ice storms or other weather event or physical natural disaster of a strength or duration that is not normally encountered in the area of the Projects; fire; sabotage; vandalism; terrorism; war; cyber-attacks; invasion; hostilities; rebellion; revolution; requisition; expropriation or compulsory acquisition by any governmental or competent authority; riots; explosion; blockades; insurrection; epidemics; employment strike against a third-party; slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); or interruptions to transportation.

Under no circumstances will the following events constitute a Force Majeure Event: (i) any acts or omissions of any third party under the control or direction of a Party, including, without limitation, any vendor, customer, or supplier of the Party claiming Force Majeure Event, unless such acts or omissions themselves result from underlying Force Majeure Events; (ii) changes in economic or market conditions that affect the costs or benefits of a Party’s performance or ADS’s availability of funds to make payments due.

4.2 Notice and Mitigation. The Party affected by a Force Majeure Event will promptly notify the other Party in writing of such event, giving details of the Force Majeure Event, its anticipated effect on the affected Party’s performance under this Agreement, and the steps that the affected Party is taking to remedy the delay. Upon the occurrence of a Force Majeure Event, the affected Party will, as promptly as practicable, use all reasonable efforts to eliminate the cause of such Force Majeure Event, reduce costs, and resume performance under this Agreement. Upon cessation of a Force Majeure Event, the affected Party will provide prompt written notice to the other Party.

4.3 **Change in Law.** If changes to an Applicable Law materially impact the enforceability or operation of this Agreement, the Parties will negotiate in good faith to amend this Agreement to preserve the benefits of this Agreement to each Party; provided that this Agreement will be enforced and implemented to the fullest extent permitted by Applicable Law, even if no such amendment is agreed to by the Parties.

ARTICLE 5 – LICENSING, INSURANCE, INDEMNIFICATION, RELEASE

5.1 **Business License.** ADS will obtain and maintain all business licenses and permits related to its business operations required by Applicable Law.

5.2 **Insurance Coverage.** ADS will maintain or cause its contractors to maintain the following insurance coverage, naming Provider as additional insured, until ADS's turnover and Provider's acceptance of the Infrastructure. ADS will provide the Provider with certificates of insurance for said coverage upon execution of this Agreement. All policies of insurance will be written by insurance companies licensed to conduct the business of insurance in Virginia and will carry the provision that the insurance will not be cancelled or materially modified by ADS without thirty (30) days prior written notice to the Provider:

(a) **General Liability** – in an amount not less than \$5,000,000 for any occurrence involving bodily injury, and not less than \$5,000,000 for any occurrence involving property damage. Coverage should be provided on a per Project/per location basis.

(b) **Automobile Liability Policy** – in an amount not less than \$2,000,000 combined single limit bodily injury and property damage. This coverage will include liability for use of hired and non-owned vehicles; and

(c) **Workers' Compensation** – in compliance with all states in which ADS does business, including Coverage B Employer's Liability in not less than the following amounts:

Bodily Injury by accident \$100,000 for each accident;

Bodily Injury by disease, \$500,000 policy limit; and

Bodily Injury by disease, \$100,000 for each employee.

(d) **Professional Liability Insurance** in an amount not less than \$5,000,000 per occurrence and \$15,000,000 in the aggregate. The amount of coverage may increase according to the project value.

5.3 **Indemnification by ADS.** ADS will indemnify, defend, and hold harmless the Provider Indemnified Parties from and against all third party claims, demands, injuries (including personal injury, death, and property damage) and legal proceedings and all resulting Damages, to the extent arising from: (1) the negligence, gross negligence, or willful conduct of ADS or any of its Affiliates, officers, employees, agents, representatives, or contractors in connection with performance of ADS's obligations under this Agreement; (2) any violation of Applicable Law by ADS or any of ADS's Affiliates, officers, employees, agents, representatives, or contractors that occurs in the performance of ADS's obligations under this Agreement; (3) the failure by ADS to fulfill any of its obligations under this Agreement; **except that** the Provider Indemnified Parties

will not be indemnified hereunder to the extent any Damages are solely attributable to the gross negligence or willful misconduct of any Provider Indemnified Party or the unexcused breach by Provider of any of its obligations under this Agreement.

5.4 Release by Provider. Provider hereby releases ADS and any of its Affiliates, officers, employees, agents, representatives, or contractors from any and all claims for Damages to the extent arising from (1) the negligence, gross negligence, or willful conduct of Provider or any of its officers, employees, agents, representatives, or contractors in connection with performance of Provider's obligations under this Agreement; (2) any violation of Applicable Law by Provider or any of Provider's officers, employees, agents, representatives, or contractors that occurs in the performance of Provider's obligations under this Agreement; (3) the failure by Provider to fulfill any of its obligations under this Agreement; and (4) the acts or omissions of any third party that is not under the control of ADS (for the avoidance of doubt, ADS's Affiliates, contractors, subcontractors, employees, and agents are considered to be under the control of ADS); **except that** nothing in this Section 5.4 will release ADS, its Affiliates, officers, employees, agents, representatives, or contractors from any claims for Damages to the extent they are solely attributable to the negligence, gross negligence, or willful misconduct of ADS, its Affiliates, officers, employees, agents, representatives, or contractors or the unexcused breach by ADS of any of its obligations under this Agreement.

ARTICLE 6 – WARRANTIES AND COVENANTS

6.1 Supply Chain Standards. To the extent applicable to Provider's activities in connection with the Agreement, Provider will make its contractors aware of the Supply Chain Standards.

6.2 Confidentiality and Proprietary Information. Any nonpublic information made available by ADS to the Provider and any information made available by the Provider to ADS or otherwise created by ADS or the Provider that should reasonably be considered to be confidential (the "**Confidential Information**") will be maintained as confidential to the maximum extent permitted by Applicable Law subject to the provisions of the Virginia Public Records Act ("**VPRA**") and the Virginia Freedom of Information Act ("**FOIA**"). For the avoidance of doubt, information about ADS's water usage, sewer usage, or basis of design is considered Confidential Information.

The Provider will provide information internally only to those individuals who need the information to facilitate the performance of this Agreement, and will direct any such person to:

- (a) use reasonable safeguards to maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by the ADS in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties' performance under this Agreement; and

- (d) maintain the security of all electronic and tangible records relating to this Agreement.

The Provider will:

- (a) maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by ADS in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties' performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

ADS will direct any other party receiving Confidential Information from Provider to:

- (a) use reasonable safeguards to maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by the ADS in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties' performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

ADS will:

- (a) maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by Provider in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties' performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

Each Party will promptly notify the other in the event of a security breach that could have impacted any electronic or tangible records relating to this Agreement.

The Parties acknowledge that Confidential Information maintained by or in the custody of the Provider is subject to the provisions of the VPRA and FOIA and thus is subject to the records retention and public disclosure requirements set forth in those statutes. The Provider, will, within two (2) business days (and in any event before any actual disclosure), notify ADS, in writing, of any disclosure requests for Confidential Information, including under such statutes or other

similar statutes. Such written notice will be given even if the disclosure requests do not comply with Applicable Law or are exempt from disclosure under FOIA.

ADS will keep confidential all photographs, digital imagery, reports, information, or data given to ADS by the Provider or its Third-Party Engineer as well as any photographs, digital imagery, reports, drawings, studies, analysis, data tables, or calculations prepared by ADS under this Agreement. No release of any such data by ADS will be made to any individual or organization without the prior written approval of the Provider, which approval the Provider will be under no obligation to grant. ADS further agrees that it will fully obtain all rights and releases to photographs, digital imagery, reports, information, or data utilized in ADS's final report, drawings, and/or digital photo library before submission of the report and library to the Provider.

6.3 Public Announcements. The Parties will not issue, or allow a third party or Affiliate to issue, any public announcement, press release or public statement, or conduct press tours, regarding this Agreement without the other Party's prior written consent, not to be unreasonably withheld.

6.4 Information Sharing. ADS authorizes the Information Sharing Parties to disclose the ADS Tax Information to Provider and Caroline County for the sole purpose of effectuating the Revenue Share. If the Information Sharing Parties do not share the ADS Tax Information with Provider or Caroline County, ADS will, upon request of the Provider or Caroline County, provide access to the ADS Tax Information to Provider or Caroline County.

6.5 Obligations Related to Third Parties. In the event that ADS sells or leases any portion of the Project to a third party that is not an Affiliate of ADS, and such third party desires water services, ADS will either: (1) assign this Agreement to such third party, subject to the consent of the Provider as provided in Section 8.3; or (2) obligate such third party to execute a new Agreement concerning the Provider Services with the Provider.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 Events of Default. Any of the following actions or inactions by a Party will constitute an "Event of Default" if such Party (the "Defaulting Party"):

(a) **Breach of Obligations.** Fails to perform any material obligations or covenants under this Agreement, which failure continues for 30 days after written notice from the other Party ("Non-Defaulting Party").

(b) **Insolvency.** (i) Becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition with or for the benefit of its creditors; (iii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, which proceeding is not dismissed, stayed, or vacated within 30 days thereafter; (iv) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (v) seeks or consents to the appointment of an

administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for it or for all or substantially all of its assets; (vi) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets; (vii) causes or is subject to any event with respect to which, under the Applicable Law of any jurisdiction, has an analogous effect to any of this events specified in clauses (i) to (vi) inclusive; or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

7.2 Remedies for Event of Default. Upon the occurrence of an Event of Default and notice to the Defaulting Party, the Non-Defaulting Party may avail itself of any or all of the following remedies:

(a) Suspend performance of its obligations under this Agreement;

(b) Receive, if so ordered by a court of competent jurisdiction, from the Defaulting Party direct Damages incurred by the Non-Defaulting Party in connection with such Event of Default;

(c) Terminate this Agreement upon 30 days' written notice; provided, that if the Event of Default cannot be cured within 30 days of the notice of intent to terminate, but the Defaulting Party is working diligently to cure such Event of Default, then the 30-day cure period will be extended day-for-day up to a total of 90 days so long as (i) the Event of Default remains reasonably susceptible to cure and (ii) the Defaulting Party provides periodic (not less than weekly) updates regarding its efforts and progress.

7.3 Limitation of Damages. Damages payable under this Agreement will be limited to direct Damages. Neither Party will be liable for indirect, special, consequential, incidental, exemplary, or punitive Damages including, without limitation, lost profits, lost production, or lost revenues, arising out of this Agreement, except to the extent resulting from a Party's indemnification obligations under this Agreement. ADS's indemnity and insurance requirements and the Provider's rights under those requirements set out in Sections 5.2, and 5.3 will not be limited by this Section 7.3.

7.4 No Waiver. A Party's failure at any time or times to require strict performance by the other Party of any provision of this Agreement will not waive, affect, or diminish any right of such Party thereafter to demand strict compliance and performance herewith or therewith. Any suspension or waiver of an Event of Default will not suspend, waive, or affect any other Event of Default whether the same is prior or subsequent thereto and whether the same or of a different type. No waiver is effective unless signed in a non-electronic form by the waiving Party.

ARTICLE 8 – MISCELLANEOUS

8.1 Notices. Each Party consents to electronic signatures. All notices under this Agreement must be written, and in English, and notice will be deemed effective when received. All notices will be sent in accordance with the Cover Sheet. Either Party may from time to time

change its notice address by giving the other Party notice of the change in accordance with this Section 8.1.

8.2 Severability. If any court of competent jurisdiction or applicable Governmental Authority finds any part of this Agreement invalid or unenforceable, then that part is deemed modified to the extent necessary to render it valid and enforceable. If it cannot be so saved, it will be severed, and the remaining parts will remain in full force and effect.

8.3 Assignment. Except as provided in this Section 8.3, neither Party may assign this Agreement without the other Party's prior written consent, which will not be unreasonably withheld. ADS may assign this Agreement to an Affiliate of ADS without Provider's consent.

8.4 Non-Waiver. A waiver of one breach under this Agreement is not a waiver of any other breach. No waiver is effective unless signed in a non-electronic form by the waiving Party.

8.5 Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, excluding its conflicts of law provisions. Disputes under or related to this Agreement and the ADS Security will be resolved in the Spotsylvania County Circuit Court or the U.S. District Court for the Eastern District of Virginia, Richmond Division, as applicable. The Parties agree to this venue and jurisdiction and waive all defenses of lack of personal jurisdiction and inconvenient forum.

8.6 Waiver of Jury Trial. Each Party waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect of any dispute arising out of or relating to this Agreement.

8.7 Survival. Section 2.2, Section 5.3, Section 5.4, Article 6, Section 7.2(b), Section 7.3, Article 8, and Article 10 will survive the expiration or termination of this Agreement. Section 1.5 will survive the termination of this Agreement upon the Provider's acceptance of any Infrastructure into its System. Article 9 will survive termination of this Agreement unless the Agreement is terminated under Section 7.2(c) of this Agreement. All Sections referenced above will include all subsections thereof and all articles referenced above will include all sections and subsections thereof.

8.8 No-Third Party Beneficiaries. Nothing in this Agreement will provide any benefit to any third-party or entitle any third-party to any claim, cause of action, remedy, or right of any kind.

8.9 Relationship of Parties. The Parties are independent contractors, and nothing in this Agreement creates an employer-employee relationship, a partnership, joint venture, or other relationship between the Parties. Neither Party has authority to assume or create obligations of any kind on the other's behalf.

8.10 Entire Agreement; Counterparts. This Agreement, together with all incorporated exhibits and schedules, constitute the complete and final agreement of the Parties pertaining to the terms in this Agreement and supersede the Parties' prior related agreements, understandings, and discussions. This Agreement will not supersede the Economic Development Local Performance Agreement, or the Proffers. Each Party will accept electronic signatures for

the execution of this Agreement and execution may be conducted in counterparts, each of which (including signature pages) is an original, but all of which together is one and the same instrument.

8.11 Subject to Applicable Law. This Agreement and the actions of the Parties are subject to Applicable Law.

8.12 Subject-to-Appropriations; No Pledge of Credit. Nothing herein will be interpreted or operate as a pledge of the full faith and credit of the Provider, or will bind the Provider to appropriate funds for expenditures related to this Agreement. All payments and other performances by the Provider under this Agreement are subject to and conditioned upon appropriations by the Board. The Provider cannot expend funds unless appropriated by the Board, and one Board cannot obligate a future Board. It is understood and agreed among the Parties that the Provider will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. Under no circumstances will the Provider's total liability under this Agreement exceed the total amount of funds appropriated by the Board for the payments hereunder for the performance of this Agreement. Therefore, notwithstanding any provision of this Agreement to the contrary, if the Board fails to appropriate funds for the continuance of this Agreement, all obligations hereunder will be automatically suspended upon depletion to the then currently appropriated or allocated funds until a subsequent Board appropriates additional funds or this Agreement is terminated. The Parties hereby agree that a subsequent Board will not be obligated in any way to appropriate funds hereunder. All funding provided by ADS to the Provider shall be returned to the Provider if not appropriated by the Board for the purposes of this Agreement.

8.13 Nonwaiver, and Superseding Effect, of the Proffers and the Rights and Liabilities Thereunder. Notwithstanding anything in this Agreement to the contrary, this Agreement will not in any way limit or waive the Proffers or the Parties' rights, liabilities, and duties in the Proffers. If there is a conflict between this Agreement and the Proffers, terms of the Proffers will govern and control.

8.14 Sovereign Immunity, Nonwaiver. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement constitutes a waiver of sovereign immunity or any other immunity rights that exist or may now or may exist in the future for the Provider or its respective officers and employees under Applicable Law.

ARTICLE 9 – LIMITATIONS ON SERVICES

9.1 Limitation on Extension of Provider Services. In consideration of receiving the Provider Services, and to protect the Provider's interests in the Revenue Share, ADS will not extend, nor permit the extension of the Provider Services described in Table 1 beyond the property boundaries of the Project identified in Exhibit 6 unless specifically authorized in writing by the Provider after approval of the Board.

9.2 Limitation on Outside Services. In consideration of receiving the Provider Services, and to protect the Provider's interests in the Revenue Share, ADS will, as it relates to the use of the property within the boundaries of the Project identified in Exhibit 6, not connect

to, or utilize, any water, reclaimed water, discharge, or sewer services, which are not provided by the Provider, except that ADS may utilize its own water stored on site. If ADS decides to construct and operate a greater number than the eleven (11) data centers currently contemplated within the property boundaries of the Project identified in Exhibit 6, the Provider will have the right of first refusal to provide water, reclaimed water, discharge, and sewer services to those additional data centers. From the date of a request for such services, which must be no sooner than after the eleventh (11th) data center is built within the property boundaries of the Project identified in Exhibit 6, Provider will have a maximum of 120 days to commit, in writing, to provide the applicable services to ADS. In the event that Provider cannot commit to provide water, reclaimed water, discharge, or sewer services beyond the scope of the Provider Services described in Table 1, within 120 days of such a request, to more than eleven (11) data centers by 10 weeks prior to the Service Delivery Date which is applicable to those additional data centers beyond the eleven (11), and as reasonably agreed to in the future by the Parties, ADS may, at its discretion, connect to and utilize another provider for such services, but only at and for the additional data centers beyond the eleven (11) data centers currently contemplated. In such event, ADS will continue to receive the Provider Services for: (1) the eleven (11) data centers currently contemplated within the property boundaries of the Project identified in Exhibit 6; and (2) any other use which the Provider is capable of providing to the Project.

ARTICLE 10 – DEFINITIONS AND INTERPRETATION

10.1 Interpretation. The Parties have fully negotiated this Agreement, and it will be interpreted according to the plain meaning of its terms without any presumption that it should be construed either for or against either Party. Words, phrases or expressions not otherwise defined in this Agreement that (i) have a generally accepted meaning in Good Utility Practice will have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Good Utility Practice but that have well known and generally accepted technical or trade meanings, will have such recognized meanings. The symbol “\$” refers to United States Dollar.

10.2 Definitions. As used in this Agreement, the following terms will have the meanings set forth below:

- (a) “**ADS Security**” is defined in Section 2.2(c).
- (b) “**ADS Tax Information**” means (i) all of ADS’s local tax bills for the Project identified in Exhibit 6, as further described in the Revenue Share, and payable to either Spotsylvania County or Caroline County, respectively; and (ii) confirmation that ADS’s tax liabilities have been satisfied.
- (c) “**Affiliate**” means, with respect to any person, each person that directly or indirectly controls, is controlled by, or is under common control with such designated person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any person, will mean (a) the direct or indirect right to cast at least 50% of the votes exercisable at an annual general meeting (or its

- equivalent) of such person or, if there are no such rights, ownership of at least 50% of the equity or other ownership interest in such person, or (b) the right to direct the policies or operations of such person.
- (d) **“Applicable Law”** means all laws, statutes, rules, regulations, ordinances, codes, judgments, orders, approvals, tariffs, decrees, proffers, and other pronouncements (all as may be amended or recodified from time to time) having the effect of law of any Governmental Authority including, but not limited to, those referenced in Table 3.
 - (e) **“Board”** means the Spotsylvania County Board of Supervisors.
 - (f) **“Cosner Tech”** means the data center project as identified by Exhibit 6 in the Water and Wastewater Service Agreement between Spotsylvania County and ADS regarding Cosner Tech, Carter’s Store Tech, and Summit Crossing Tech.
 - (g) **“Damages”** means any liability, judgement, fine, penalty, settlement, expense and cost (including reasonable attorney’s fees).
 - (h) **“Design Specifications”** means the utility infrastructure designs as described in Exhibits 1 through 4.
 - (i) **“Design Standards Manual”** or **“DSM”** means the regulatory manual adopted by the Board that establishes the generally applicable standards and conditions related to the construction of water, sewer, and reclaimed water utility infrastructure and its connection to the System.
 - (j) **“Good Utility Practice”** means any of the practices, methods, and acts engaged in or approved by a significant portion of the water utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the industry.
 - (k) **“Governmental Authority”** means any national, state, provincial, local, tribal or municipal government, any political subdivision thereof or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party in law.
 - (l) **“Information Sharing Parties”** means the Commissioner of Revenue for Caroline County, the Treasurer for Caroline County, the Commissioner of Revenue for Spotsylvania County, and the Treasurer for Spotsylvania County.

- (m) **“Infrastructure”** means any and all of the facilities that will provide each Provider Services to the Projects, as set forth in the Design Specifications and the Key Terms.
- (n) **“Latecomer”** means any person who in the future receives reclaimed water services through the Reclaimed Water System constructed pursuant to this Agreement within 10 years of the date of the completion of that Infrastructure.
- (o) **“LLE”** means long lead equipment.
- (p) **“Potable Water System”** means a potable water supply system owned and operated by Provider to provide potable water to residents and businesses that are customers of Provider.
- (q) **“Proffers”** means, collectively, the proffers approved by the Spotsylvania County Board of Supervisors on October 10, 2023 as a condition of rezoning: Spotsylvania Tax Map Numbers 76-1-8, 76-A-59, 76-A-61 and 76-A-58A being located generally on Orrock Road in Spotsylvania, Virginia.
- (r) **“Project”** means the development of data centers and related infrastructure at Mattameade Tech locations as identified in Exhibit 6.
- (s) **“Provider Indemnified Party”** means Provider and its respective officers, employees, agents, representatives, successors, and assigns.
- (t) **“Provider Services”** means the water services meeting the Service Specifications set forth in Table 1 of the Cover Sheet.
- (u) **“Reclaimed Water System”** means that water system owned and operated by Provider to supply Level 1 reclaimed water for cooling purposes to industrial users of Provider.
- (v) **“Revenue Share”** means a written fully executed agreement between Spotsylvania County and Caroline County, authorized by their respective local governing bodies, and receiving all other necessary approvals under Applicable Law, in which Caroline County and Spotsylvania County agree to share tax revenue derived from the Project with each other in exchange for Spotsylvania County providing the Provider Services to the Project.
- (w) **“Service Delivery Date”** means the date on which the Project will be connected to the Provider’s system, and the Provider begins providing the necessary water and/or sewer services to the Project.
- (x) **“Sewer System”** means a sewer system owned and operated by Provider that receives and treats wastewater from customers of the Provider.
- (y) **“Site Plan”** means a site plan approved by the Spotsylvania County Planning Office, or any successor office or agency related to the Projects.
- (z) **“System”** or **“Systems”** means, collectively, the Potable Water System, the Sewer System, and the Reclaimed Water System collectively as applicable.

- (aa) **“Supply Chain Standards”** means the supply chain standards available at: <https://sustainability.aboutamazon.com/people/supply-chain>, as amended from time to time.
- (bb) **“Table 1”** is defined in Section 1.1(a)(i).

Agreed to by the Parties as of the Effective Date:

Amazon Data Services, Inc.

SPOTSYLVANIA COUNTY

By:

Signed by:
Josh Weissman
08784E59B2CD47C...

By:

[Signature]

Name:

Josh Weissman

Name:

Ed Petrovitch

Title:

Authorized Signatory

Title:

County Administrator

Date Signed:

November 21, 2024

Date Signed:

Nov. 22, 2024

Approved as to form:

By:

[Signature]

Name:

Karl R. Holsten

Title:

County Attorney



Exhibit 1
Interim and Emergency Cooling Water;
Potable Water
Design Specifications

Interim and emergency cooling water and domestic potable water will be provided by the following infrastructure improvements:

- A 150-foot waterline extension from a proposed 12" water main on Mallard Road to the proposed County easement on the Mattameade Tech Campus off of Orrock Road.
- A 4,000-foot pipeline extension along Orrock Road, connecting to the 150-foot extension mentioned above.
- Size to be determined by Provider but anticipated to be 12" ductile iron pipe. Pipeline should conform to AWWA C151.

Exhibit 2
Interim Spent Cooling Water and Domestic Wastewater Discharge
Design Specifications

Interim spent cooling water and domestic wastewater will be provided by the following infrastructure improvements:

(1) Forcemain.

- Installation of an approximately 6,000-foot forcemain along the Orrock Road, crossing under I-95 to convey spent cooling water and domestic wastewater from the interim regional wastewater pumping station near the Mattameade Tech Site off of Orrock Road to a trunk sewer on the west side of I-95, which flows to Thornburg WWTP. The Provider will determine the design during the preliminary engineering phase.

(2) Interim regional wastewater pump station.

- A regional wastewater pumping station near the Mattameade Tech Site off of Orrock Road will collect and pump domestic wastewater and spent cooling water to Thornburg WWTP along the forcemain mentioned above. Pumping station should be designed to provide the flow rates set forth in Table 1.
- Upon implementation of the permanent regional pump station, this interim regional pump station will be converted to handle the domestic wastewater and spent cooling water during the low flow/shoulder seasons or decommissioned to consolidate flows at the permanent station.
- The Provider will determine the design during the preliminary engineering phase.

Exhibit 3
Permanent Cooling Water
Design Specifications

The permanent cooling water infrastructure will be comprised of:

(1) Conveyance pipeline.

- An approximately 8-mile reclaimed water conveyance pipeline to convey reclaim water between the booster pumping station at Cosner Tech and the reclaimed water storage tank on the Mattameade campus, outside of the secured area.
- The Provider will determine pipeline sizes during the preliminary engineering phase but are anticipated to be one or more force mains between 12" and 20" dependent upon hydraulics and materials. If DIP is selected pipeline design, DIP will conform to AWWA C151. If PVC is selected pipeline design, PVC will conform to AWWA C900. If HDPE is selected pipeline design, HDPE will conform to AWWA C906.
- If reclaim water standards are added to the Spotsylvania County Department of Utilities' Water and Sanitary Sewer Design and Construction Standards, the Provider will consider incorporating the standards in the above bullet point.
- The preliminary pipeline route has been identified the Provider but the final route will be determined by the Provider during the design process.
- Designed to provide for surge pressures and allow for surge relief.
- Designed to include directional drilling and other approaches as needed for stream crossings.

(2) Reclaimed booster pumping station and associated water storage at Mattameade site.

- A reclaimed water storage and booster pumping station on the Mattameade campus, outside of the secured area off of Orrock Road.
- The Provider will determine the design of the reclaimed water storage and booster pumping station during the preliminary engineering phase.
- The booster pumping station will be designed to pump reclaimed water to the on-site storage tanks at the Mattameade Site. Pumping station should be designed to provide the flow rates set forth in Table 1.

Exhibit 4
Permanent Spent Cooling Water Discharge
Design Specifications

Permanent spent cooling water and domestic wastewater will be provided by the following infrastructure improvements:

(1) Conveyance pipeline.

- An approximately 8-mile forcemain to convey peak flow of the spent cooling water and domestic wastewater from the permanent regional wastewater pumping station near the Mattameade Tech Site off of Orrock Road to the Gilman regional pumping station and from there to the 30" interceptor in Massaponax Church Road.
- The Provider will determine pipeline sizes during the preliminary engineering phase.

(2) Permanent Regional Wastewater Pumping Station.

- A pumping station near the Mattameade Tech Site off of Orrock Road will collect and pump domestic wastewater and spent cooling water to the Gilman regional pump station along the alignment selected by the Provider. Ultimately, the collected wastewater will be discharged to the 30" interceptor in Massaponax Church Road.
- Pumping station should be designed to provide the flow rates set forth in Table 1.
- The Provider will determine the design during the preliminary engineering phase.

**Exhibit 5
Form of ADS Parent Guaranty**

LIMITED PARENT GUARANTY

This Limited Parent Guaranty ("Guaranty"), effective _____, is made by Amazon.com, Inc. ("Amazon.com") to and for the benefit of _____ ("Beneficiary"). Capitalized terms not otherwise defined herein have the meanings specified in the Contract (as defined below).

Recitals

- A. _____, a directly or indirectly wholly owned subsidiary of Amazon.com ("Subsidiary"), and Beneficiary are parties to that certain _____ Agreement (the "Contract") effective _____.
- B. In order to be assured of payment under the Contract, Beneficiary desires that Amazon.com guaranty the performance of certain payment obligations as set forth herein.

Guaranty

In consideration of the foregoing and to induce Beneficiary to enter into the Contract, Amazon.com agrees as follows.

1. Amazon.com unconditionally and absolutely guarantees to Beneficiary Subsidiary's performance when due and owing of all present and future payment obligations not paid in accordance with the terms of the Contract by Subsidiary. Notwithstanding anything to the contrary set forth in this Guaranty, Amazon.com's maximum cumulative liability under this Guaranty shall be \$_____ (the "Guaranty Cap").
2. Under this Guaranty, Amazon.com shall perform (or cause Subsidiary to perform) all payment obligations in accordance with the terms and conditions of the Contract.
3. Amazon.com promises to pay all amounts guaranteed promptly upon receipt of a written notice from Beneficiary which evidences (i) Subsidiary's non-performance of its payment obligations under the Contract, and (ii) Beneficiary's first having demanded payment from Subsidiary in writing, which Subsidiary has not honored. Except to the extent of the demand requirement set forth in this Section 3, Amazon.com waives protest and notice of dishonor or default. This is a guaranty of payment only, and not of collection.
4. This Guaranty is governed as to its validity, construction and performance by the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions.
5. Amazon.com agrees that this Guaranty is a continuing guaranty and shall remain in full force and effect until all payment obligations under the Contract have been performed as set forth in the Contract, subject to Section 1 above.
6. This Guaranty is binding upon and inures to the benefit of Amazon.com and Beneficiary and their respective successors and assigns.



- 7. Amazon.com has all rights and defenses that each Subsidiary may have to any payment obligation, except that the liability of Amazon.com is not affected by (a) any defense based upon an election of remedies by Beneficiary that destroys or otherwise impairs the subrogation rights of Amazon.com or the right of Amazon.com to proceed against any Subsidiary for reimbursement; (b) any duty on the part of Beneficiary to disclose to Amazon.com any facts Beneficiary may know about any Subsidiary, it being agreed that Amazon.com is fully responsible for being and keeping informed of the financial condition of each Subsidiary and of all circumstances bearing on the risk of non-payment of the payment obligations; or (c) any defense arising from the bankruptcy or insolvency of any Subsidiary.
- 8. All notices hereunder will be given in writing, will refer to this Guaranty and will be personally delivered or sent by overnight courier, or registered or certified mail (return receipt requested). Notices to Amazon.com will be delivered at the following addresses:

Mail

Amazon.com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226
Attn. (insert Amazon business)

Courier

Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109
Attn. (insert Amazon business)

With a copy to:

Amazon.com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226
Attn. General Counsel (insert Business)

With a copy to:

Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109
Attn. General Counsel (insert Business)

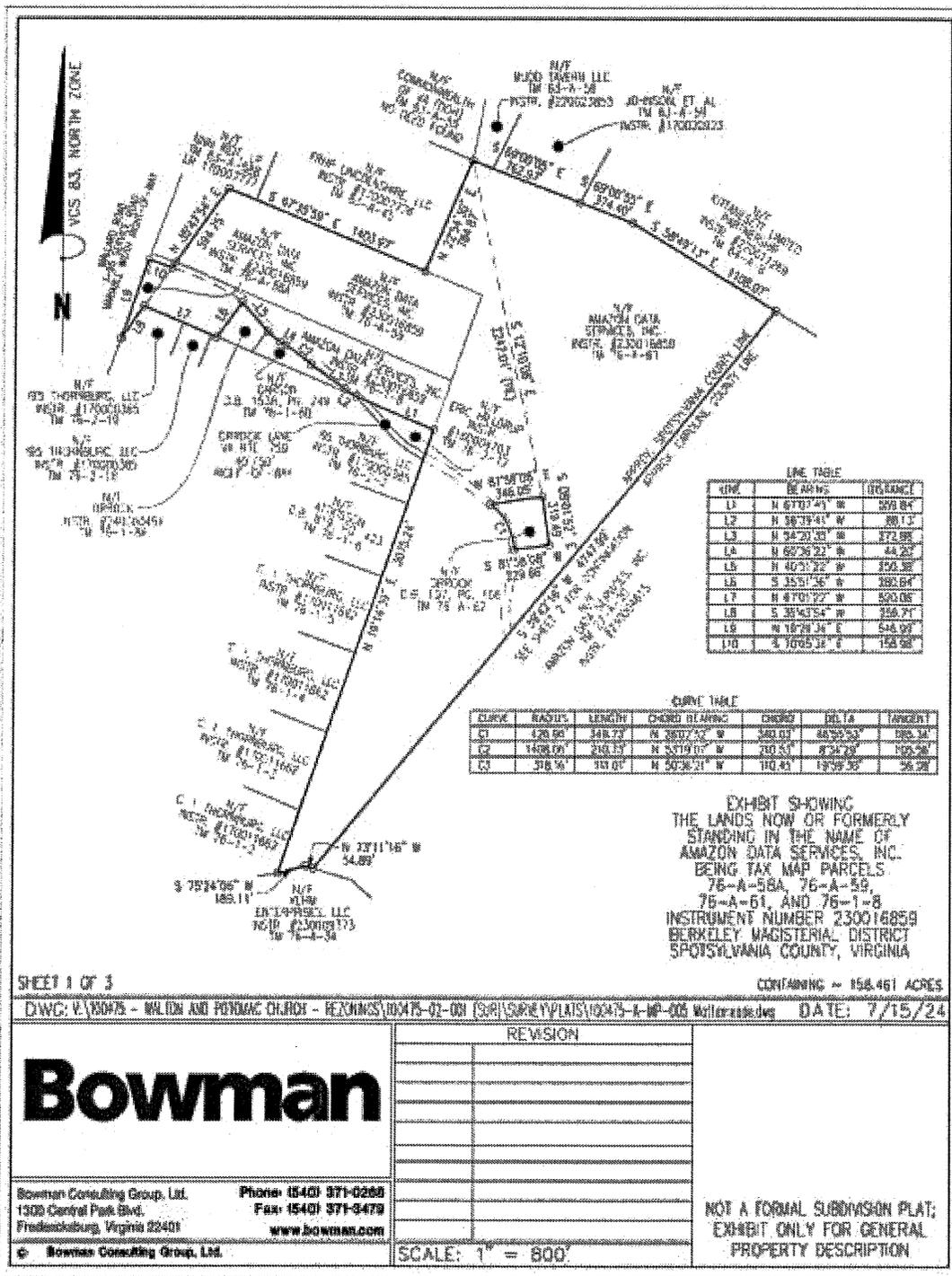
Amazon.com may from time to time change such address by giving Beneficiary notice of such change in accordance with this Section 8.

AMAZON.COM, INC.

By: _____
Printed Name: _____
Title: _____
Date Signed: _____



Exhibit 6
Identification of Projects



ADS WATER AND WASTEWATER SERVICE AGREEMENT

COVER SHEET

This Water and Wastewater Service Agreement is between the Amazon Entity and Provider identified below (each a "Party" and together the "Parties"), is made as of the Effective Date identified below ("Effective Date"), and includes this Cover Sheet, the Terms and Conditions, and Exhibits ("Agreement").

The Parties to this Agreement are:

Amazon Entity:	Amazon Data Services, Inc. or ADS
Provider:	Spotsylvania County, Virginia
Effective Date:	November 22, 2024 ^{OH}
Project:	Mattameade Tech (as identified in Exhibit 6)

Each Party's contacts to receive notices about this Agreement are:

ADS	Provider
Amazon Data Services, Inc. 410 Terry Avenue North Seattle, WA 98109 Email: Infraenergy@amazon.com	County Administration Attn: County Administrator P.O. Box 99 Spotsylvania, VA 22553 coadmin@spotsylvania.va.us
Legal Notices:	Legal Notices:
410 Terry Avenue North Seattle, WA 98109 Attention: General Counsel (ADS) Email: contracts-legal@amazon.com infraenergy@amazon.com	County Attorney's Office Attn: County Attorney P.O. Box 308 Spotsylvania, VA 22553 coatty@spotsylvania.va.us



Key Terms:

Table 1: Service Specifications – Mattameade Tech					
Provider Service:	Potable Water Line Extension		Low Flow Discharge Line Extension	Reclaim Water Line Extension	High Flow Discharge Line Extension
Infrastructure Description:	Mallard Road Waterline Extension to connect to stub on Mallard Rd	Orrock Road Waterline Extension to connect to Mallard Rd Extension near Intersection	Interim Sewer Flow Pump Station Phase 1 Sanitary Sewer Extension	Reuse System Distribution Extension	Regional Pump Station Phase 2, Sewer Extension
Infrastructure Design Specifications:	Exhibit 1		Exhibit 2	Exhibit 3	Exhibit 4
Delivery Rate (GPM):	<p>Interim Cooling 125 gpm (10/9/2026 - 2/7/2029)</p> <p>Interim Cooling after Cosner is on reuse 347 gpm (after Cosner is on reuse; 1/1/2027-2/7/2029*)</p> <p>Emergency Cooling (2/7/2027 onward**) 347 gpm</p> <p>Domestic Potable Water Maximum delivery rate: 30 gpm Average delivery rate: 16 gpm (10/9/2026 onward)</p> <p>Fire Protection Maximum delivery rate: 500 gpm for 8 hours (10/9/2026 onward)</p>		<p>Interim Cooling Water Discharge 135 gpm</p> <p>Domestic Sewer Maximum delivery rate: 30 gpm Average delivery rate: 16 gpm</p> <p>Total 165 gpm</p>	<p>Permanent Cooling Water Maximum Delivery Rate: 1980.4 gpm</p>	<p>Permanent Cooling Water Discharge Maximum delivery rate: 842 gpm</p> <p>Sanitary Sewer (if needed) Maximum delivery rate: 30 gpm Average delivery rate: 16 gpm</p>



Pounds Per Square Inch (PSI) at meter/fence line:	35-80		NA	35-80	NA
Design and Engineering Delivery Date:	Complete	ADS - To Be Included In ADS Campus Site Plan	County by 9/18/2025	County by 7/8/2026	County by 7/8/2026
Construction Performed By:	Complete	ADS	ADS	ADS	ADS
Service Delivery Date:	10/9/2026		10/9/2026	2/7/2029	2/7/2029

Table 2: Estimated ADS Infrastructure Reimbursement Amounts				
Provider Service:	Reuse Conveyance and Return (PER and Easement)	Ground Storage Tank and Booster Pump Station	Reuse Pipeline	Return Pump Stations and Force Main
Estimated ADS Infrastructure Reimbursement Amount:	\$2,000,000	\$2,000,000	\$8,000,000	\$3,000,000



Table 3: Water Service Rates				
Provider Service:	Potable Water	Additional Potable Water	Level 1 Reclaimed Water	Discharge
Connection Rate:	Per Spotsylvania County Ordinance Sec. 22-128	Per Spotsylvania County Ordinance Sec. 22-128	TBD	Per Spotsylvania County Ordinance Sec. 22-128
Service Rate:	Per Spotsylvania County Ordinance Sec. 22-128	Per Spotsylvania County Ordinance Sec. 22-128	Set in accordance with Section 3.2 of this Agreement	Set in accordance with Section 3.2 of this Agreement
Billing and Payment:		Spotsylvania County Ordinance, Ch. 22, Div. 5		



ADS WATER AND WASTEWATER SERVICE AGREEMENT

TERMS AND CONDITIONS

ARTICLE 1 – WATER AND SEWER INFRASTRUCTURE

1.1 Provider Infrastructure Obligations.

(a) ***Design and Engineering.***

(i) In accordance with the Service Specifications and Design Specifications set forth in Table 1 and consistent with the terms of this Agreement, Provider will design and engineer the Infrastructure necessary to provide the following Provider Services: Potable Water, Additional Potable Water, Level 1 Reclaimed Water Production, Level 1 Reclaimed Water, and Discharge. The Design Specifications for such Infrastructure are shown on the attached Exhibit 1, Exhibit 2, Exhibit 3, and Exhibit 4.

(ii) For all Mattameade Tech Infrastructure, set forth in Table 1 (except for the Potable Water Line Extension), Provider will complete the design and engineering by the Design and Engineering Delivery Date set forth in Table 1.

(iii) The Parties acknowledge that the Design Specifications, as defined and described in this Agreement, including, but not limited to, as set out in Table 1 and the Exhibits, are general in nature and will be amended by Provider. Provider may amend the Design Specifications for any reason including, but not limited to, ensuring consistency with the DSM and Applicable Law, meeting the Service Specifications while providing capacity to the region beyond the needs of the Projects, and ensuring the Infrastructure can be completed and accepted into the System. When amended by the Provider, the amended designs will then be considered the Design Specifications and incorporated into this Agreement. The Design Specifications will be determined at the sole discretion of the Provider, provided that the Design Specifications must be adequate to at least provide the Provider Services consistent with the Service Specifications. If Provider amends the Design Specifications, the Provider will promptly provide ADS a written copy of the change pursuant to its reporting obligations under Section 1.2(b). ADS may provide feedback to Provider pursuant to Section 1.2(b). Provider will not be required to pause its work to await any feedback from ADS. Provider will maintain a complete set of all specific Design Specifications and provide copies to ADS promptly upon completion of any specific designs or upon the request of ADS. The terms of this Agreement are subject in their entirety to the County's sole right to determine the Design Specifications set forth in this Section 1.1(a)(iii) and notwithstanding anything to the contrary in this Agreement, the terms of this Agreement will not be interpreted to limit the County's rights set forth in this Section 1.1(a)(iii).

(b) ***Property Rights & Permits.*** Provider will (i) exercise its best efforts to obtain all permits, other than local construction and land use permits related to the Projects, (ii) obtain all property rights necessary to construct the Infrastructure and necessary for the Provider to maintain the Infrastructure once accepted into the System, and (iii) provide access to ADS, its

employees, contractors, subcontractors, and agents during construction. ADS's and its employees', contractors', subcontractors', and agents' access to Provider's property and property rights during construction will be subject to and conditioned upon the terms of this Agreement including, but not limited to Section 5.2 and Section 5.3.

(c) **Reclaimed Water System.** Upon the discovery of any issue that has caused or may cause an outage of the Reclaimed Water System, Provider will promptly provide written notice to ADS. No later than 12 hours after discovery of such issue, Provider will commence repairs so as to minimize the duration of any outage of the Reclaimed Water System. Provider will perform the repairs necessary and consistent with Good Utility Practice and American Water Works Association standards to restore operation of the Reclaimed Water System as soon as is reasonably practicable. Provider will exercise its best efforts to maintain contractors on standby to promptly perform repairs of the Reclaimed Water System, and Provider will call upon its contractors and any applicable mutual aid agreements with other localities to promptly repair the Reclaimed Water System, which will be considered a critical system similar to hospitals. Provider will operate and maintain the Reclaimed Water System consistent with all manufacturers recommendations and Good Utility Practice.

(d) **Provider's Obligations Conditioned on ADS Funding.** The Parties understand and agree that Provider is not, and will not be, required to encumber any general or utility enterprise funds for the Provider's performance under Sections 1.1(a) through (c) and may rely solely upon the funding provided by ADS to meet these obligations. Therefore, the Provider's obligations under Section 1.1(a) through (c) are subject to, and conditioned upon, receipt of funding by ADS consistent with Section 1.3. ADS further agrees that it will not unreasonably withhold any amounts owed to the Provider under Section 1.3. To the extent (i) ADS does not timely perform its funding obligations described in Section 1.3 or its construction obligations described in Section 1.2(a), or (ii) despite use of best efforts, Provider does not timely obtain a required permit, and such failure delays Provider's performance of its obligations under Sections 1.1(a), 1.1(b), 1.1(c), or 1.2(b), then Provider will be entitled to a day-for-day delay in any affected Design and Engineering Delivery Dates and any affected Service Delivery Dates set forth in Table 1.

1.2 ADS Infrastructure Obligations.

(a) **Construction.** In accordance with the Design Specifications set forth in Table 1, the DSM, and Applicable Law, ADS will procure the LLE and other necessary construction materials and equipment and construct the Infrastructure necessary to provide the following Provider Services: Potable Water, Level 1 Reclaimed Water, and Discharge. ADS's obligation to construct the Infrastructure is subject to Provider's obligation to obtain all necessary property rights and permits as set forth in Section 1.1(c). If ADS has complied with Section 1.3 to the extent necessary for the Provider to perform the applicable work, and if Provider does not provide complete design and engineering for the Infrastructure to ADS by the applicable Design and Engineering Delivery Dates, or if Provider does not obtain the necessary property rights or permits in a reasonable amount of time to allow for the completion of construction by the applicable Service Delivery Date, then ADS will be entitled to a day-for-day delay in its obligations

under Section 1.2(a) and Section 1.2(b), as well as its obligation to transition to Level 1 Reclaimed Water for cooling water.

(b) **Reporting and Inspection.** Beginning on the 30th day following the Effective Date and continuing each month through completion of construction, ADS will update Provider in writing on ADS's progress on installing and constructing, as applicable, the Infrastructure identified in Section 1.2(a) (the "**ADS Monthly Report**"). Beginning on the 30th day following the Effective Date and continuing each month through completion of construction, Provider will update ADS in writing on provider's progress on designing, engineering, permitting, installing, and constructing, as applicable, the Infrastructure identified in Sections 1.1(a) and (b) (the "**Provider Monthly Report**"). The Parties may agree to increase or decrease the frequency of reporting as the Projects move forward. The Parties may comment on the respective Monthly Report, inspect progress during construction, and monitor progress during construction.

(c) **Property Rights.** Upon Provider's acceptance of the System or any part thereof, ADS will grant, convey, transfer, and assign or cause the grant, conveyance, transfer, and assignment to the Provider of easements or other property rights in ADS's or its Affiliate's property necessary for Provider to construct, maintain, operate, and repair the Infrastructure. ADS will reasonably assist Provider in acquiring all offsite property rights and rights-of-way located outside ADS's property line or outside the property line of the property otherwise encompassing the Projects if not owned by ADS to allow the Provider to construct, maintain, operate, and repair the Infrastructure.

(d) **Acceptance Testing.** Within 10 business days after ADS's submission of a request for first acceptance (as described in the DSM), of the Infrastructure, or any portion thereof which is at the time appropriate for acceptance into the System under the DSM, Provider will cause such Infrastructure to be inspected by an engineer selected by Provider and reasonably acceptable to ADS (the "**Third-Party Engineer**") and tested for compliance with the Site Plan, the DSM (as the DSM was in effect at the time of Site Plan approval), and Applicable Law. ADS will provide the County with a non-binding, estimated schedule of acceptance testing, identifying the portions of the Infrastructure anticipated to be ready for inspection and the anticipated time frame, and Provider will exercise reasonable efforts to comply with such schedule. ADS will not bury the Infrastructure or otherwise limit the Provider's or the Third-Party Engineer's access to the Infrastructure in a manner that prevents inspection of the Infrastructure as set forth in the DSM. Acceptance of all or a portion of the Infrastructure into the System is conditioned on Provider's approval that the Infrastructure meets the Site Plan, the DSM (as the DSM was in effect at the time of Site Plan approval), and Applicable Law, provided such approval will not be unreasonably withheld, conditioned, or delayed. Provider will promptly communicate any deficiencies in the Infrastructure discovered in the inspections so as to allow ADS to perform the work necessary to correct the deficiencies and ensure the Infrastructure complies with the Site Plan, the specifications set forth in the DSM, and Applicable Law so that it can be accepted into the System.

(e) **Turnover and Acceptance.** ADS will turn over, assign, and convey the Infrastructure to the Provider as set forth in the DSM.

1.3 Infrastructure Payment Obligations.

(a) **Advance and Reimbursement.** The Parties agree the Estimated ADS Infrastructure Reimbursement Amounts set out in Table 2 of the Cover Sheet are a reasonable estimate of the costs and expenses to be incurred by the Provider related to Provider's obligations under this Agreement. ADS will advance, and, if necessary, reimburse the Provider for reasonable costs and expenses incurred by Provider or its agents to design, engineer, construct, and secure property rights for the Infrastructure in accordance with Article 1 of this Agreement. If ADS disputes any cost or expense incurred or estimated by the Provider claiming that the cost or expense is not reasonable, it will promptly notify the Provider and specifically identify the reasons why it thinks the costs or expenses are not reasonable, and, if ADS provides said notice and reasons, the Parties will attempt in good faith to resolve such dispute through prompt negotiations. However, Provider will not be required to pause its work to await any resolution of said negotiations, and if ADS withholds any payment of the Provider's costs or expenses, Provider will be entitled to the relief set forth in Section 1.1. Any payment by ADS will not waive any right to contest a cost or expense as not reasonable. If the Parties agree that ADS has paid Provider for unreasonable costs or expenses, then the Parties will reduce a future ADS payment by such amount or will include such amount in the true-up statement described in Section 1.3(b)(iii).

(b) **Schedule.**

(i) **Initial Estimated Quarterly Advance and Reimbursement Schedule.** Within 60 days of the Effective Date, Provider will deliver to ADS a schedule of estimated quarterly costs and expenses. The schedule will show estimated costs and expenses, broken out by each Provider Service indicated in the Key Terms of the Cover Sheet, through each applicable Design and Engineering Delivery Date and Service Delivery Date.

(ii) **Updated Quarterly Estimates.** Within 60 days prior to the start of each calendar quarter, Provider will provide ADS an estimate of engineering, design, permitting, construction, and property right acquisition costs and expenses for Infrastructure to be incurred during the upcoming calendar quarter. ADS will transfer to Provider funding sufficient to cover the anticipated quarterly costs and expenses within 30 days of the first business day of each calendar quarter.

(iii) **Quarterly Billing.** Within 30 days of the close of each calendar quarter, Provider will provide ADS with invoices or other documentation reasonably acceptable to ADS showing Provider's actual costs and expenses related to the performance of Provider's obligations under this Agreement related to the Infrastructure, including the reasonable costs and expenses of obtaining property rights incurred by Provider or its agents during the preceding quarter and any amount in arrears. ADS and Provider will adjust the next quarterly expense estimate to either provide additional funding to cover Provider's incurred expenses in excess of ADS's payments or reduce ADS's funding to account for unspent funds. Within 60 days of completion of construction of the Infrastructure, Provider will issue to ADS a true-up statement that includes all invoices and relevant documentation of the costs and expenses Provider actually incurred related to the Infrastructure, and states either (i) the amount due from ADS to Provider, or (ii) the

refund due from Provider to ADS. Any true-up amounts due by ADS or Provider will be paid within 30 days following presentation of the true-up statement.

1.4 Second Contractor. Provider will use best efforts to identify two contractors at time of bid selection, one primary and one secondary, to perform the design and engineering work set forth in Table 1, and such secondary contractor would be available to assume the design and engineering work if so directed by Provider. If Provider reasonably believes it will not be able to deliver its design and engineering obligations set forth in Section 1.1 by the applicable Design and Engineering Delivery Date and if utilizing a secondary contractor will allow Provider to meet the requirements of Section 1.1 by the applicable Design and Engineering Delivery Date, then Provider will utilize best efforts to contract with the identified secondary contractor to perform the design and engineering work. To the extent allowable by Applicable Law, if Provider reasonably believes it will not be able to deliver its construction performance obligations set forth in Section 1.1 by the applicable Service Delivery Date and if utilizing a secondary contractor will allow Provider to meet the requirements of Section 1.1 by the applicable Service Delivery Date, then Provider will utilize best efforts to contract with a secondary contractor to perform the construction work. If ADS reasonably anticipates that Provider will not be able to meet an applicable Design and Engineering Delivery Date or Service Delivery Date, it may request Provider to utilize a secondary contractor to complete the work and Provider will consider the request and provide ADS with a written explanation of its determination.

1.5 Latecomer Connection Charge. Provider will, and hereby does, direct its staff to exercise best efforts, to the extent the legislation is permitted by Applicable Law, to draft legislation and otherwise create a program to present to the Board for consideration amending the Spotsylvania County Code to include provisions authorized in Virginia Code § 15.2 – 2243, or any similar statutory authority, to allow the Provider to administer the recovery from any Latecomer and reimbursement to ADS of costs incurred to design, engineer, and construct Infrastructure related to cooling water supply and discharge. Such cost recovery from Latecomers and payment to ADS would be on a pro-rata basis, determined using the ratio of the Infrastructure’s total capacity to a Latecomer’s requested usage.

ARTICLE 2 – TERM, EFFECTIVE DATE, TERMINATION

2.1 Term.

(a) **Initial Term.** This Agreement will take effect on the Effective Date and will remain in effect for 20 years (“**Initial Term**”).

(b) **Renewal Terms.** Upon the expiration of the Initial Term, this Agreement will renew by its own terms for successive 12-month terms (each a “**Renewal Term**”, and together with the Initial Term, “**Term**”) unless either ADS or the Provider provides written notice to the other at least 90 days prior to the expiration of the Initial Term or any Renewal Term that it does not intend to renew the Agreement.

(c) **Conditions Precedent.**

(i) This Agreement, despite any execution hereof, has no legal effect, is non-binding, is unenforceable, and will be considered void in any legal action or other attempt to enforce it, unless and until the Revenue Share, as defined herein, is established. For the sake of clarity, the Revenue Share is not established if it does not meet the terms set out in its definition in Article 10. This Agreement is wholly conditioned upon the establishment of the Revenue Share.

(ii) The Provider's commitments in this Agreement are wholly conditioned upon the completion of the upgrades to the Massaponax Wastewater Treatment Plant set forth in the Water and Wastewater Service Agreement between Spotsylvania County and ADS regarding Cosner Tech, Carter's Store Tech, and Summit Crossing Tech and any other infrastructure required to be built as part of that agreement which is necessary to convey water, recycled (reclaimed, reuse) water, wastewater, and discharge to or from the Infrastructure to be designed and constructed herein.

2.2 Termination.

(a) **Termination by ADS.** ADS may terminate this Agreement at any time by providing written notice to Provider at least 90 days prior to the date of such termination. If ADS terminates this Agreement pursuant to this Section 2.2, then ADS's sole liability and Provider's exclusive remedy is payment for (i) any outstanding costs and expenses incurred by Provider pursuant to Section 1.3 as of the termination date, (ii) any Provider Services provided under this Agreement as of the termination date, and (iii) any remaining construction and payment obligations which are provided for under Section 2.2(c).

(b) **Termination from Closure.** Provider may terminate this Agreement upon 90 days' prior written notice only if (i) the Projects permanently cease their data center operations for more than 12 consecutive months and at least 3 years has passed from the Effective Date and (ii) Provider has paid ADS all amounts due and owing under this Agreement.

(c) **Work in Progress; ADS Parent Guaranty.** If ADS terminates this Agreement, or if ADS defaults and the Provider elects to terminate this Agreement as set forth in Article 7, then ADS will remain obligated to pay, consistent with Section 1.3, for the entire completion of the Infrastructure then currently being constructed. By way of example, should the Infrastructure then being constructed be designed to be constructed in 10 phases and should ADS have completed 3 phases that have been accepted by Provider into the System and at the time of termination phase 4 is being constructed, then ADS will be responsible for the costs to complete phase 4 so that phase 4 can be accepted into the System, provided that ADS would not be required to pay for or complete phases 5 through 10. ADS will have no obligation to pay for or complete any Infrastructure for which construction had not begun. To guarantee ADS's payment for the completion of the remaining Infrastructure being constructed by ADS for the portion of the Infrastructure then currently underway at the time of termination if not completed by ADS, within 120 calendar days after the Effective Date, ADS will execute and deliver to Provider a parent guaranty issued by Amazon.com, Inc., in favor of Provider, with a cap of \$70,000,000.00 and in the form attached as Exhibit 5 ("**ADS Security**"). Provider may exercise its rights under the ADS Security to recover unpaid costs due from ADS's obligations under this Section 2.2(c). ADS

may cancel the ADS Security upon ADS's turnover and Provider's acceptance of the Infrastructure required to be completed under this Section 2.2(c).

(d) If ADS terminates this Agreement under this Section 2.2, it will immediately, upon written demand by the Provider, grant or release or cause the grant or release to the Provider, all real property rights and personal property rights owned or controlled by ADS or its Affiliates necessary for Provider to complete the remaining Infrastructure then being constructed by ADS.

ARTICLE 3 – RATES AND PAYMENTS

3.1 Provision of and Payment for Provider Services. ADS will apply for the Provider Services using Provider's generally applicable form. No later than 10 business days after Provider's receipt of ADS's completed application as deemed complete by Provider for a Provider Service and completion and acceptance of all necessary Infrastructure, the Provider will approve ADS's application and will provide the Provider Services in accordance with the Service Specifications set forth in Table 1. ADS will pay for the Provider Services in accordance with the rates contained in Table 3.

3.2 Level 1 Reclaimed Water and Discharge Provider Services. If Provider establishes rates for Level 1 Reclaimed Water Provider Service and for Discharge Provider Service, the rates will be consistent with Applicable Law, commensurate with the cost of providing the Level 1 Reclaimed Water Provider Service and Discharge Provider Service, and will be established following the procedure and standards established by Virginia Code § 15.2-2119. If Provider establishes rates for Level 1 Reclaimed Water Provider Service, the Provider will, and hereby does, direct its staff to exercise best efforts, to the extent the legislation is permitted by Applicable Law, to draft legislation to allow the Provider to consider setting rates which will not require ADS to pay an availability fee for Level 1 Reclaimed Water Provider Service.

3.3 Interim Cooling and Emergency Cooling. Provider will make available to ADS 347 gpm of interim cooling water and emergency cooling water to Mattameade, as shown in Table 1, only after Cosner Tech is receiving water from the Reclaimed Water System. Prior to Cosner Tech receiving water from the Reclaimed Water System, Provider will provide ADS with interim cooling and emergency cooling consistent with the flows shown in Table 1. ADS may use Potable Water as interim cooling water until Level 1 Reclaimed Water is available for ADS's use as permanent cooling water.

3.4 Notice of Available or Use Change. Provider will provide notice to ADS at least 10 business days in advance, or as soon as reasonably possible in the case of a Force Majeure Event, if Provider Services will be interrupted for maintenance, repairs, or other purposes. If Provider does not provide substitute Provider Services, ADS may provide its own substitute Provider Services, and Provider will cooperate to provide access to Infrastructure as needed for ADS to utilize such substitute Provider Services. ADS will provide Provider with at least 10 business days prior written notice if it plans to substantially reduce its usage of Provider Services, and will provide such notice promptly after the discovery of an unplanned and substantial reduction of its usage.

3.5 Measurement of Water Quantity. Upon installation of the meters by ADS, Provider will own, operate, and maintain one or more meters that meet all applicable accuracy, precision, and calibration standards established by Good Utility Practice and Applicable Law. Provider will read each meter on a monthly basis to determine the amount of each Provider Service delivered to each Project and will bill ADS on a monthly basis based on its usage and consistent with Applicable Law. When Provider provides regulatory reporting on water quality measurements for water provided to ADS, it will provide such reports to ADS. ADS may request additional sampling events and the addition of sampling parameters beyond what is required for regulatory compliance, and Provider will reasonably grant such requests, provided that ADS will be responsible for all reasonable costs associated with these requests.

ARTICLE 4 – FORCE MAJEURE EVENT & CHANGE IN LAW

4.1 Definition. A Party will not be responsible to the other party for any delay or failure to perform to the extent that the delay or failure to perform is caused by an event or circumstance that (a) is beyond the reasonable control of such Party, (b) was not foreseeable at the time of execution of this Agreement, or if foreseeable, could not have been avoided or overcome by such Party through the exercise of commercially reasonable diligence, and (c) prevents, hinders or delays such Party in its performance of any (or any part) of its obligations under this Agreement (each, a “**Force Majeure Event**”). Subject to the requirements of the prior sentence, Force Majeure Events may include acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds, lightning, ice storms or other weather event or physical natural disaster of a strength or duration that is not normally encountered in the area of the Projects; fire; sabotage; vandalism; terrorism; war; cyber-attacks; invasion; hostilities; rebellion; revolution; requisition; expropriation or compulsory acquisition by any governmental or competent authority; riots; explosion; blockades; insurrection; epidemics; employment strike against a third-party; slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); or interruptions to transportation.

Under no circumstances will the following events constitute a Force Majeure Event: (i) any acts or omissions of any third party under the control or direction of a Party, including, without limitation, any vendor, customer, or supplier of the Party claiming Force Majeure Event, unless such acts or omissions themselves result from underlying Force Majeure Events; (ii) changes in economic or market conditions that affect the costs or benefits of a Party’s performance or ADS’s availability of funds to make payments due.

4.2 Notice and Mitigation. The Party affected by a Force Majeure Event will promptly notify the other Party in writing of such event, giving details of the Force Majeure Event, its anticipated effect on the affected Party’s performance under this Agreement, and the steps that the affected Party is taking to remedy the delay. Upon the occurrence of a Force Majeure Event, the affected Party will, as promptly as practicable, use all reasonable efforts to eliminate the cause of such Force Majeure Event, reduce costs, and resume performance under this Agreement. Upon cessation of a Force Majeure Event, the affected Party will provide prompt written notice to the other Party.

4.3 **Change in Law.** If changes to an Applicable Law materially impact the enforceability or operation of this Agreement, the Parties will negotiate in good faith to amend this Agreement to preserve the benefits of this Agreement to each Party; provided that this Agreement will be enforced and implemented to the fullest extent permitted by Applicable Law, even if no such amendment is agreed to by the Parties.

ARTICLE 5 – LICENSING, INSURANCE, INDEMNIFICATION, RELEASE

5.1 **Business License.** ADS will obtain and maintain all business licenses and permits related to its business operations required by Applicable Law.

5.2 **Insurance Coverage.** ADS will maintain or cause its contractors to maintain the following insurance coverage, naming Provider as additional insured, until ADS's turnover and Provider's acceptance of the Infrastructure. ADS will provide the Provider with certificates of insurance for said coverage upon execution of this Agreement. All policies of insurance will be written by insurance companies licensed to conduct the business of insurance in Virginia and will carry the provision that the insurance will not be cancelled or materially modified by ADS without thirty (30) days prior written notice to the Provider:

(a) **General Liability** – in an amount not less than \$5,000,000 for any occurrence involving bodily injury, and not less than \$5,000,000 for any occurrence involving property damage. Coverage should be provided on a per Project/per location basis.

(b) **Automobile Liability Policy** – in an amount not less than \$2,000,000 combined single limit bodily injury and property damage. This coverage will include liability for use of hired and non-owned vehicles; and

(c) **Workers' Compensation** – in compliance with all states in which ADS does business, including Coverage B Employer's Liability in not less than the following amounts:

Bodily Injury by accident \$100,000 for each accident;

Bodily Injury by disease, \$500,000 policy limit; and

Bodily Injury by disease, \$100,000 for each employee.

(d) **Professional Liability Insurance** in an amount not less than \$5,000,000 per occurrence and \$15,000,000 in the aggregate. The amount of coverage may increase according to the project value.

5.3 **Indemnification by ADS.** ADS will indemnify, defend, and hold harmless the Provider Indemnified Parties from and against all third party claims, demands, injuries (including personal injury, death, and property damage) and legal proceedings and all resulting Damages, to the extent arising from: (1) the negligence, gross negligence, or willful conduct of ADS or any of its Affiliates, officers, employees, agents, representatives, or contractors in connection with performance of ADS's obligations under this Agreement; (2) any violation of Applicable Law by ADS or any of ADS's Affiliates, officers, employees, agents, representatives, or contractors that occurs in the performance of ADS's obligations under this Agreement; (3) the failure by ADS to fulfill any of its obligations under this Agreement; **except that** the Provider Indemnified Parties

will not be indemnified hereunder to the extent any Damages are solely attributable to the gross negligence or willful misconduct of any Provider Indemnified Party or the unexcused breach by Provider of any of its obligations under this Agreement.

5.4 Release by Provider. Provider hereby releases ADS and any of its Affiliates, officers, employees, agents, representatives, or contractors from any and all claims for Damages to the extent arising from (1) the negligence, gross negligence, or willful conduct of Provider or any of its officers, employees, agents, representatives, or contractors in connection with performance of Provider's obligations under this Agreement; (2) any violation of Applicable Law by Provider or any of Provider's officers, employees, agents, representatives, or contractors that occurs in the performance of Provider's obligations under this Agreement; (3) the failure by Provider to fulfill any of its obligations under this Agreement; and (4) the acts or omissions of any third party that is not under the control of ADS (for the avoidance of doubt, ADS's Affiliates, contractors, subcontractors, employees, and agents are considered to be under the control of ADS); **except that** nothing in this Section 5.4 will release ADS, its Affiliates, officers, employees, agents, representatives, or contractors from any claims for Damages to the extent they are solely attributable to the negligence, gross negligence, or willful misconduct of ADS, its Affiliates, officers, employees, agents, representatives, or contractors or the unexcused breach by ADS of any of its obligations under this Agreement.

ARTICLE 6 – WARRANTIES AND COVENANTS

6.1 Supply Chain Standards. To the extent applicable to Provider's activities in connection with the Agreement, Provider will make its contractors aware of the Supply Chain Standards.

6.2 Confidentiality and Proprietary Information. Any nonpublic information made available by ADS to the Provider and any information made available by the Provider to ADS or otherwise created by ADS or the Provider that should reasonably be considered to be confidential (the "**Confidential Information**") will be maintained as confidential to the maximum extent permitted by Applicable Law subject to the provisions of the Virginia Public Records Act ("**VPRA**") and the Virginia Freedom of Information Act ("**FOIA**"). For the avoidance of doubt, information about ADS's water usage, sewer usage, or basis of design is considered Confidential Information.

The Provider will provide information internally only to those individuals who need the information to facilitate the performance of this Agreement, and will direct any such person to:

- (a) use reasonable safeguards to maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by the ADS in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties' performance under this Agreement; and

- (d) maintain the security of all electronic and tangible records relating to this Agreement.

The Provider will:

- (a) maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by ADS in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties' performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

ADS will direct any other party receiving Confidential Information from Provider to:

- (a) use reasonable safeguards to maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by the ADS in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties' performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

ADS will:

- (a) maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by Provider in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties' performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

Each Party will promptly notify the other in the event of a security breach that could have impacted any electronic or tangible records relating to this Agreement.

The Parties acknowledge that Confidential Information maintained by or in the custody of the Provider is subject to the provisions of the VPRA and FOIA and thus is subject to the records retention and public disclosure requirements set forth in those statutes. The Provider, will, within two (2) business days (and in any event before any actual disclosure), notify ADS, in writing, of any disclosure requests for Confidential Information, including under such statutes or other

similar statutes. Such written notice will be given even if the disclosure requests do not comply with Applicable Law or are exempt from disclosure under FOIA.

ADS will keep confidential all photographs, digital imagery, reports, information, or data given to ADS by the Provider or its Third-Party Engineer as well as any photographs, digital imagery, reports, drawings, studies, analysis, data tables, or calculations prepared by ADS under this Agreement. No release of any such data by ADS will be made to any individual or organization without the prior written approval of the Provider, which approval the Provider will be under no obligation to grant. ADS further agrees that it will fully obtain all rights and releases to photographs, digital imagery, reports, information, or data utilized in ADS's final report, drawings, and/or digital photo library before submission of the report and library to the Provider.

6.3 Public Announcements. The Parties will not issue, or allow a third party or Affiliate to issue, any public announcement, press release or public statement, or conduct press tours, regarding this Agreement without the other Party's prior written consent, not to be unreasonably withheld.

6.4 Information Sharing. ADS authorizes the Information Sharing Parties to disclose the ADS Tax Information to Provider and Caroline County for the sole purpose of effectuating the Revenue Share. If the Information Sharing Parties do not share the ADS Tax Information with Provider or Caroline County, ADS will, upon request of the Provider or Caroline County, provide access to the ADS Tax Information to Provider or Caroline County.

6.5 Obligations Related to Third Parties. In the event that ADS sells or leases any portion of the Project to a third party that is not an Affiliate of ADS, and such third party desires water services, ADS will either: (1) assign this Agreement to such third party, subject to the consent of the Provider as provided in Section 8.3; or (2) obligate such third party to execute a new Agreement concerning the Provider Services with the Provider.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 Events of Default. Any of the following actions or inactions by a Party will constitute an "Event of Default" if such Party (the "Defaulting Party"):

(a) **Breach of Obligations.** Fails to perform any material obligations or covenants under this Agreement, which failure continues for 30 days after written notice from the other Party ("Non-Defaulting Party").

(b) **Insolvency.** (i) Becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition with or for the benefit of its creditors; (iii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, which proceeding is not dismissed, stayed, or vacated within 30 days thereafter; (iv) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (v) seeks or consents to the appointment of an

administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for it or for all or substantially all of its assets; (vi) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets; (vii) causes or is subject to any event with respect to which, under the Applicable Law of any jurisdiction, has an analogous effect to any of this events specified in clauses (i) to (vi) inclusive; or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

7.2 Remedies for Event of Default. Upon the occurrence of an Event of Default and notice to the Defaulting Party, the Non-Defaulting Party may avail itself of any or all of the following remedies:

(a) Suspend performance of its obligations under this Agreement;

(b) Receive, if so ordered by a court of competent jurisdiction, from the Defaulting Party direct Damages incurred by the Non-Defaulting Party in connection with such Event of Default;

(c) Terminate this Agreement upon 30 days' written notice; provided, that if the Event of Default cannot be cured within 30 days of the notice of intent to terminate, but the Defaulting Party is working diligently to cure such Event of Default, then the 30-day cure period will be extended day-for-day up to a total of 90 days so long as (i) the Event of Default remains reasonably susceptible to cure and (ii) the Defaulting Party provides periodic (not less than weekly) updates regarding its efforts and progress.

7.3 Limitation of Damages. Damages payable under this Agreement will be limited to direct Damages. Neither Party will be liable for indirect, special, consequential, incidental, exemplary, or punitive Damages including, without limitation, lost profits, lost production, or lost revenues, arising out of this Agreement, except to the extent resulting from a Party's indemnification obligations under this Agreement. ADS's indemnity and insurance requirements and the Provider's rights under those requirements set out in Sections 5.2, and 5.3 will not be limited by this Section 7.3.

7.4 No Waiver. A Party's failure at any time or times to require strict performance by the other Party of any provision of this Agreement will not waive, affect, or diminish any right of such Party thereafter to demand strict compliance and performance herewith or therewith. Any suspension or waiver of an Event of Default will not suspend, waive, or affect any other Event of Default whether the same is prior or subsequent thereto and whether the same or of a different type. No waiver is effective unless signed in a non-electronic form by the waiving Party.

ARTICLE 8 – MISCELLANEOUS

8.1 Notices. Each Party consents to electronic signatures. All notices under this Agreement must be written, and in English, and notice will be deemed effective when received. All notices will be sent in accordance with the Cover Sheet. Either Party may from time to time

change its notice address by giving the other Party notice of the change in accordance with this Section 8.1.

8.2 Severability. If any court of competent jurisdiction or applicable Governmental Authority finds any part of this Agreement invalid or unenforceable, then that part is deemed modified to the extent necessary to render it valid and enforceable. If it cannot be so saved, it will be severed, and the remaining parts will remain in full force and effect.

8.3 Assignment. Except as provided in this Section 8.3, neither Party may assign this Agreement without the other Party's prior written consent, which will not be unreasonably withheld. ADS may assign this Agreement to an Affiliate of ADS without Provider's consent.

8.4 Non-Waiver. A waiver of one breach under this Agreement is not a waiver of any other breach. No waiver is effective unless signed in a non-electronic form by the waiving Party.

8.5 Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, excluding its conflicts of law provisions. Disputes under or related to this Agreement and the ADS Security will be resolved in the Spotsylvania County Circuit Court or the U.S. District Court for the Eastern District of Virginia, Richmond Division, as applicable. The Parties agree to this venue and jurisdiction and waive all defenses of lack of personal jurisdiction and inconvenient forum.

8.6 Waiver of Jury Trial. Each Party waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect of any dispute arising out of or relating to this Agreement.

8.7 Survival. Section 2.2, Section 5.3, Section 5.4, Article 6, Section 7.2(b), Section 7.3, Article 8, and Article 10 will survive the expiration or termination of this Agreement. Section 1.5 will survive the termination of this Agreement upon the Provider's acceptance of any Infrastructure into its System. Article 9 will survive termination of this Agreement unless the Agreement is terminated under Section 7.2(c) of this Agreement. All Sections referenced above will include all subsections thereof and all articles referenced above will include all sections and subsections thereof.

8.8 No-Third Party Beneficiaries. Nothing in this Agreement will provide any benefit to any third-party or entitle any third-party to any claim, cause of action, remedy, or right of any kind.

8.9 Relationship of Parties. The Parties are independent contractors, and nothing in this Agreement creates an employer-employee relationship, a partnership, joint venture, or other relationship between the Parties. Neither Party has authority to assume or create obligations of any kind on the other's behalf.

8.10 Entire Agreement; Counterparts. This Agreement, together with all incorporated exhibits and schedules, constitute the complete and final agreement of the Parties pertaining to the terms in this Agreement and supersede the Parties' prior related agreements, understandings, and discussions. This Agreement will not supersede the Economic Development Local Performance Agreement, or the Proffers. Each Party will accept electronic signatures for

the execution of this Agreement and execution may be conducted in counterparts, each of which (including signature pages) is an original, but all of which together is one and the same instrument.

8.11 Subject to Applicable Law. This Agreement and the actions of the Parties are subject to Applicable Law.

8.12 Subject-to-Appropriations; No Pledge of Credit. Nothing herein will be interpreted or operate as a pledge of the full faith and credit of the Provider, or will bind the Provider to appropriate funds for expenditures related to this Agreement. All payments and other performances by the Provider under this Agreement are subject to and conditioned upon appropriations by the Board. The Provider cannot expend funds unless appropriated by the Board, and one Board cannot obligate a future Board. It is understood and agreed among the Parties that the Provider will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. Under no circumstances will the Provider's total liability under this Agreement exceed the total amount of funds appropriated by the Board for the payments hereunder for the performance of this Agreement. Therefore, notwithstanding any provision of this Agreement to the contrary, if the Board fails to appropriate funds for the continuance of this Agreement, all obligations hereunder will be automatically suspended upon depletion to the then currently appropriated or allocated funds until a subsequent Board appropriates additional funds or this Agreement is terminated. The Parties hereby agree that a subsequent Board will not be obligated in any way to appropriate funds hereunder. All funding provided by ADS to the Provider shall be returned to the Provider if not appropriated by the Board for the purposes of this Agreement.

8.13 Nonwaiver, and Superseding Effect, of the Proffers and the Rights and Liabilities Thereunder. Notwithstanding anything in this Agreement to the contrary, this Agreement will not in any way limit or waive the Proffers or the Parties' rights, liabilities, and duties in the Proffers. If there is a conflict between this Agreement and the Proffers, terms of the Proffers will govern and control.

8.14 Sovereign Immunity, Nonwaiver. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement constitutes a waiver of sovereign immunity or any other immunity rights that exist or may now or may exist in the future for the Provider or its respective officers and employees under Applicable Law.

ARTICLE 9 – LIMITATIONS ON SERVICES

9.1 Limitation on Extension of Provider Services. In consideration of receiving the Provider Services, and to protect the Provider's interests in the Revenue Share, ADS will not extend, nor permit the extension of the Provider Services described in Table 1 beyond the property boundaries of the Project identified in Exhibit 6 unless specifically authorized in writing by the Provider after approval of the Board.

9.2 Limitation on Outside Services. In consideration of receiving the Provider Services, and to protect the Provider's interests in the Revenue Share, ADS will, as it relates to the use of the property within the boundaries of the Project identified in Exhibit 6, not connect

to, or utilize, any water, reclaimed water, discharge, or sewer services, which are not provided by the Provider, except that ADS may utilize its own water stored on site. If ADS decides to construct and operate a greater number than the eleven (11) data centers currently contemplated within the property boundaries of the Project identified in Exhibit 6, the Provider will have the right of first refusal to provide water, reclaimed water, discharge, and sewer services to those additional data centers. From the date of a request for such services, which must be no sooner than after the eleventh (11th) data center is built within the property boundaries of the Project identified in Exhibit 6, Provider will have a maximum of 120 days to commit, in writing, to provide the applicable services to ADS. In the event that Provider cannot commit to provide water, reclaimed water, discharge, or sewer services beyond the scope of the Provider Services described in Table 1, within 120 days of such a request, to more than eleven (11) data centers by 10 weeks prior to the Service Delivery Date which is applicable to those additional data centers beyond the eleven (11), and as reasonably agreed to in the future by the Parties, ADS may, at its discretion, connect to and utilize another provider for such services, but only at and for the additional data centers beyond the eleven (11) data centers currently contemplated. In such event, ADS will continue to receive the Provider Services for: (1) the eleven (11) data centers currently contemplated within the property boundaries of the Project identified in Exhibit 6; and (2) any other use which the Provider is capable of providing to the Project.

ARTICLE 10 – DEFINITIONS AND INTERPRETATION

10.1 **Interpretation.** The Parties have fully negotiated this Agreement, and it will be interpreted according to the plain meaning of its terms without any presumption that it should be construed either for or against either Party. Words, phrases or expressions not otherwise defined in this Agreement that (i) have a generally accepted meaning in Good Utility Practice will have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Good Utility Practice but that have well known and generally accepted technical or trade meanings, will have such recognized meanings. The symbol “\$” refers to United States Dollar.

10.2 **Definitions.** As used in this Agreement, the following terms will have the meanings set forth below:

- (a) **“ADS Security”** is defined in Section 2.2(c).
- (b) **“ADS Tax Information”** means (i) all of ADS’s local tax bills for the Project identified in Exhibit 6, as further described in the Revenue Share, and payable to either Spotsylvania County or Caroline County, respectively; and (ii) confirmation that ADS’s tax liabilities have been satisfied.
- (c) **“Affiliate”** means, with respect to any person, each person that directly or indirectly controls, is controlled by, or is under common control with such designated person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any person, will mean (a) the direct or indirect right to cast at least 50% of the votes exercisable at an annual general meeting (or its

- equivalent) of such person or, if there are no such rights, ownership of at least 50% of the equity or other ownership interest in such person, or (b) the right to direct the policies or operations of such person.
- (d) **“Applicable Law”** means all laws, statutes, rules, regulations, ordinances, codes, judgments, orders, approvals, tariffs, decrees, proffers, and other pronouncements (all as may be amended or recodified from time to time) having the effect of law of any Governmental Authority including, but not limited to, those referenced in Table 3.
 - (e) **“Board”** means the Spotsylvania County Board of Supervisors.
 - (f) **“Cosner Tech”** means the data center project as identified by Exhibit 6 in the Water and Wastewater Service Agreement between Spotsylvania County and ADS regarding Cosner Tech, Carter’s Store Tech, and Summit Crossing Tech.
 - (g) **“Damages”** means any liability, judgement, fine, penalty, settlement, expense and cost (including reasonable attorney’s fees).
 - (h) **“Design Specifications”** means the utility infrastructure designs as described in Exhibits 1 through 4.
 - (i) **“Design Standards Manual”** or **“DSM”** means the regulatory manual adopted by the Board that establishes the generally applicable standards and conditions related to the construction of water, sewer, and reclaimed water utility infrastructure and its connection to the System.
 - (j) **“Good Utility Practice”** means any of the practices, methods, and acts engaged in or approved by a significant portion of the water utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the industry.
 - (k) **“Governmental Authority”** means any national, state, provincial, local, tribal or municipal government, any political subdivision thereof or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party in law.
 - (l) **“Information Sharing Parties”** means the Commissioner of Revenue for Caroline County, the Treasurer for Caroline County, the Commissioner of Revenue for Spotsylvania County, and the Treasurer for Spotsylvania County.

- (m) **“Infrastructure”** means any and all of the facilities that will provide each Provider Services to the Projects, as set forth in the Design Specifications and the Key Terms.
- (n) **“Latecomer”** means any person who in the future receives reclaimed water services through the Reclaimed Water System constructed pursuant to this Agreement within 10 years of the date of the completion of that Infrastructure.
- (o) **“LLE”** means long lead equipment.
- (p) **“Potable Water System”** means a potable water supply system owned and operated by Provider to provide potable water to residents and businesses that are customers of Provider.
- (q) **“Proffers”** means, collectively, the proffers approved by the Spotsylvania County Board of Supervisors on October 10, 2023 as a condition of rezoning: Spotsylvania Tax Map Numbers 76-1-8, 76-A-59, 76-A-61 and 76-A-58A being located generally on Orrock Road in Spotsylvania, Virginia.
- (r) **“Project”** means the development of data centers and related infrastructure at Mattameade Tech locations as identified in Exhibit 6.
- (s) **“Provider Indemnified Party”** means Provider and its respective officers, employees, agents, representatives, successors, and assigns.
- (t) **“Provider Services”** means the water services meeting the Service Specifications set forth in Table 1 of the Cover Sheet.
- (u) **“Reclaimed Water System”** means that water system owned and operated by Provider to supply Level 1 reclaimed water for cooling purposes to industrial users of Provider.
- (v) **“Revenue Share”** means a written fully executed agreement between Spotsylvania County and Caroline County, authorized by their respective local governing bodies, and receiving all other necessary approvals under Applicable Law, in which Caroline County and Spotsylvania County agree to share tax revenue derived from the Project with each other in exchange for Spotsylvania County providing the Provider Services to the Project.
- (w) **“Service Delivery Date”** means the date on which the Project will be connected to the Provider’s system, and the Provider begins providing the necessary water and/or sewer services to the Project.
- (x) **“Sewer System”** means a sewer system owned and operated by Provider that receives and treats wastewater from customers of the Provider.
- (y) **“Site Plan”** means a site plan approved by the Spotsylvania County Planning Office, or any successor office or agency related to the Projects.
- (z) **“System”** or **“Systems”** means, collectively, the Potable Water System, the Sewer System, and the Reclaimed Water System collectively as applicable.

- (aa) **“Supply Chain Standards”** means the supply chain standards available at: <https://sustainability.aboutamazon.com/people/supply-chain>, as amended from time to time.
- (bb) **“Table 1”** is defined in Section 1.1(a)(i).

Agreed to by the Parties as of the Effective Date:

Amazon Data Services, Inc.

SPOTSYLVANIA COUNTY

By:

Signed by:
Josh Weissman
08784E59B2CD47C...

By:

[Signature]

Name:

Josh Weissman

Name:

Ed Petrovitch

Title:

Authorized Signatory

Title:

County Administrator

Date Signed:

November 21, 2024

Date Signed:

Nov. 22, 2024

Approved as to form:

By:

[Signature]

Name:

Karl R. Holsten

Title:

County Attorney



Exhibit 1
Interim and Emergency Cooling Water;
Potable Water
Design Specifications

Interim and emergency cooling water and domestic potable water will be provided by the following infrastructure improvements:

- A 150-foot waterline extension from a proposed 12" water main on Mallard Road to the proposed County easement on the Mattameade Tech Campus off of Orrock Road.
- A 4,000-foot pipeline extension along Orrock Road, connecting to the 150-foot extension mentioned above.
- Size to be determined by Provider but anticipated to be 12" ductile iron pipe. Pipeline should conform to AWWA C151.

Exhibit 2
Interim Spent Cooling Water and Domestic Wastewater Discharge
Design Specifications

Interim spent cooling water and domestic wastewater will be provided by the following infrastructure improvements:

(1) Forcemain.

- Installation of an approximately 6,000-foot forcemain along the Orrock Road, crossing under I-95 to convey spent cooling water and domestic wastewater from the interim regional wastewater pumping station near the Mattameade Tech Site off of Orrock Road to a trunk sewer on the west side of I-95, which flows to Thornburg WWTP. The Provider will determine the design during the preliminary engineering phase.

(2) Interim regional wastewater pump station.

- A regional wastewater pumping station near the Mattameade Tech Site off of Orrock Road will collect and pump domestic wastewater and spent cooling water to Thornburg WWTP along the forcemain mentioned above. Pumping station should be designed to provide the flow rates set forth in Table 1.
- Upon implementation of the permanent regional pump station, this interim regional pump station will be converted to handle the domestic wastewater and spent cooling water during the low flow/shoulder seasons or decommissioned to consolidate flows at the permanent station.
- The Provider will determine the design during the preliminary engineering phase.

Exhibit 3
Permanent Cooling Water
Design Specifications

The permanent cooling water infrastructure will be comprised of:

(1) Conveyance pipeline.

- An approximately 8-mile reclaimed water conveyance pipeline to convey reclaim water between the booster pumping station at Cosner Tech and the reclaimed water storage tank on the Mattameade campus, outside of the secured area.
- The Provider will determine pipeline sizes during the preliminary engineering phase but are anticipated to be one or more force mains between 12" and 20" dependent upon hydraulics and materials. If DIP is selected pipeline design, DIP will conform to AWWA C151. If PVC is selected pipeline design, PVC will conform to AWWA C900. If HDPE is selected pipeline design, HDPE will conform to AWWA C906.
- If reclaim water standards are added to the Spotsylvania County Department of Utilities' Water and Sanitary Sewer Design and Construction Standards, the Provider will consider incorporating the standards in the above bullet point.
- The preliminary pipeline route has been identified the Provider but the final route will be determined by the Provider during the design process.
- Designed to provide for surge pressures and allow for surge relief.
- Designed to include directional drilling and other approaches as needed for stream crossings.

(2) Reclaimed booster pumping station and associated water storage at Mattameade site.

- A reclaimed water storage and booster pumping station on the Mattameade campus, outside of the secured area off of Orrock Road.
- The Provider will determine the design of the reclaimed water storage and booster pumping station during the preliminary engineering phase.
- The booster pumping station will be designed to pump reclaimed water to the on-site storage tanks at the Mattameade Site. Pumping station should be designed to provide the flow rates set forth in Table 1.

Exhibit 4
Permanent Spent Cooling Water Discharge
Design Specifications

Permanent spent cooling water and domestic wastewater will be provided by the following infrastructure improvements:

(1) Conveyance pipeline.

- An approximately 8-mile forcemain to convey peak flow of the spent cooling water and domestic wastewater from the permanent regional wastewater pumping station near the Mattameade Tech Site off of Orrock Road to the Gilman regional pumping station and from there to the 30" interceptor in Massaponax Church Road.
- The Provider will determine pipeline sizes during the preliminary engineering phase.

(2) Permanent Regional Wastewater Pumping Station.

- A pumping station near the Mattameade Tech Site off of Orrock Road will collect and pump domestic wastewater and spent cooling water to the Gilman regional pump station along the alignment selected by the Provider. Ultimately, the collected wastewater will be discharged to the 30" interceptor in Massaponax Church Road.
- Pumping station should be designed to provide the flow rates set forth in Table 1.
- The Provider will determine the design during the preliminary engineering phase.

**Exhibit 5
Form of ADS Parent Guaranty**

LIMITED PARENT GUARANTY

This Limited Parent Guaranty ("Guaranty"), effective _____, is made by Amazon.com, Inc. ("Amazon.com") to and for the benefit of _____ ("Beneficiary"). Capitalized terms not otherwise defined herein have the meanings specified in the Contract (as defined below).

Recitals

- A. _____, a directly or indirectly wholly owned subsidiary of Amazon.com ("Subsidiary"), and Beneficiary are parties to that certain _____ Agreement (the "Contract") effective _____.
- B. In order to be assured of payment under the Contract, Beneficiary desires that Amazon.com guaranty the performance of certain payment obligations as set forth herein.

Guaranty

In consideration of the foregoing and to induce Beneficiary to enter into the Contract, Amazon.com agrees as follows.

- 1. Amazon.com unconditionally and absolutely guarantees to Beneficiary Subsidiary's performance when due and owing of all present and future payment obligations not paid in accordance with the terms of the Contract by Subsidiary. Notwithstanding anything to the contrary set forth in this Guaranty, Amazon.com's maximum cumulative liability under this Guaranty shall be \$_____ (the "Guaranty Cap").
- 2. Under this Guaranty, Amazon.com shall perform (or cause Subsidiary to perform) all payment obligations in accordance with the terms and conditions of the Contract.
- 3. Amazon.com promises to pay all amounts guaranteed promptly upon receipt of a written notice from Beneficiary which evidences (i) Subsidiary's non-performance of its payment obligations under the Contract, and (ii) Beneficiary's first having demanded payment from Subsidiary in writing, which Subsidiary has not honored. Except to the extent of the demand requirement set forth in this Section 3, Amazon.com waives protest and notice of dishonor or default. This is a guaranty of payment only, and not of collection.
- 4. This Guaranty is governed as to its validity, construction and performance by the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions.
- 5. Amazon.com agrees that this Guaranty is a continuing guaranty and shall remain in full force and effect until all payment obligations under the Contract have been performed as set forth in the Contract, subject to Section 1 above.
- 6. This Guaranty is binding upon and inures to the benefit of Amazon.com and Beneficiary and their respective successors and assigns.



- 7. Amazon.com has all rights and defenses that each Subsidiary may have to any payment obligation, except that the liability of Amazon.com is not affected by (a) any defense based upon an election of remedies by Beneficiary that destroys or otherwise impairs the subrogation rights of Amazon.com or the right of Amazon.com to proceed against any Subsidiary for reimbursement; (b) any duty on the part of Beneficiary to disclose to Amazon.com any facts Beneficiary may know about any Subsidiary, it being agreed that Amazon.com is fully responsible for being and keeping informed of the financial condition of each Subsidiary and of all circumstances bearing on the risk of non-payment of the payment obligations; or (c) any defense arising from the bankruptcy or insolvency of any Subsidiary.
- 8. All notices hereunder will be given in writing, will refer to this Guaranty and will be personally delivered or sent by overnight courier, or registered or certified mail (return receipt requested). Notices to Amazon.com will be delivered at the following addresses:

Mail

Amazon.com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226
Attn. (insert Amazon business)

Courier

Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109
Attn. (insert Amazon business)

With a copy to:

Amazon.com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226
Attn. General Counsel (insert Business)

With a copy to:

Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109
Attn. General Counsel (insert Business)

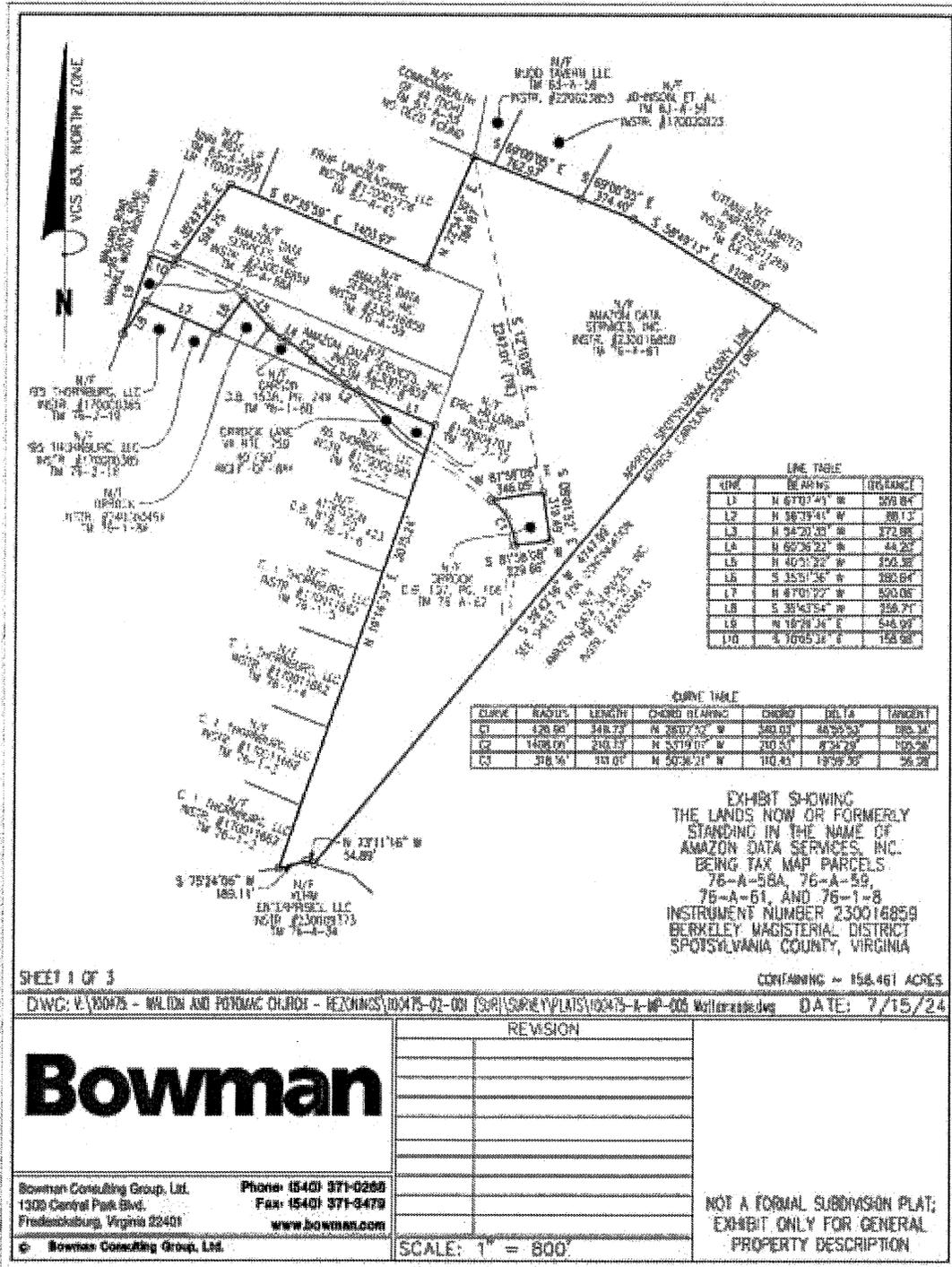
Amazon.com may from time to time change such address by giving Beneficiary notice of such change in accordance with this Section 8.

AMAZON.COM, INC.

By: _____
Printed Name: _____
Title: _____
Date Signed: _____



**Exhibit 6
Identification of Projects**



PH95 WATER AND WASTEWATER INFRASTRUCTURE AGREEMENT

COVER SHEET

This Water and Wastewater Infrastructure Agreement is between the POWERHOUSE 95, LLC and the COUNTY OF SPOTSYLVANIA, VIRGINIA, as identified below (each a "Party" and together the "Parties"), is made as of the Effective Date identified below ("Effective Date"), and includes this Cover Sheet, the Terms and Conditions, and Exhibits ("Agreement").

Entity:	POWERHOUSE 95, LLC ("PH95")
Provider:	Spotsylvania County, Virginia
Effective Date:	July 10, 2025
Projects:	PH95 (identified in <u>Exhibit 4</u>)

Each Party's contacts to receive notices about this Agreement are:

PH95	Provider
POWERHOUSE 95, LLC 1600 International Drive, Ste. 500 McLean, VA 22102 Attn: Pete McGrath Email: pmcgrath@americanrepartners.com	County Administration Attn: County Administrator P.O. Box 99 Spotsylvania, VA 22553 coadmin@spotsylvania.va.us
Legal Notices:	Legal Notices:
Hirschler Fleischer, PC 725 Jackson Street, Ste. 200 Fredericksburg, VA 22401 Attn: Charlie Payne Email: cpayne@hirschlerlaw.com	County Attorney's Office Attn: County Attorney P.O. Box 308 Spotsylvania, VA 22553 attorney@spotsylvania.va.us

Key Terms:

Table 1: Service Specifications - PH95			
Provider Service:	Potable Water	Level 1 Reclaimed Water	Discharge
<p>Powerhouse 95 (leasing to ADS) will temporarily use municipal water (managed by local governments or public utilities) until the county's first reclaimed water plant, fully funded by ADS, becomes operational in 2028. See comment on Permanent Cooling Water for context.</p> <p>Delivery Rate Note - Phases 1&2 refers to (7) AWS buildings.</p> <p>Municipal water is used only during temporary reclaimed water system outages.</p>	<p>Interim Cooling Step 1 40 gpm (57,000 gpd)</p> <p>Step 2 174 gpm (250,000 gpd)</p> <p>Domestic Potable Maximum delivery rate: Phases 1&2 24 gpm (34,560 gpd)</p> <p>Average delivery rate: Phases 1&2 12 gpm (17,280 gpd)</p> <p>Emergency Cooling Maximum delivery rate: 347 gpm (500,000 gpd) Only available after PH95 has connected to the Reclaimed Water System</p>	<p>Permanent Cooling Water Maximum delivery rate: Phases 1&2 486 gpm (700,000 gpd)</p> <p>GPM numbers represent peak water use - Hottest day of a hot year. Actual annual consumption for the 7-building campus will be 10.4 MGY (1.5 MGY per data center)—significantly lower than peak because Northern Virginia's climate requires cooling water only 4.1% of the year, based on 10 years of historical data.</p>	<p>Permanent Spent Cooling Water Discharge Maximum delivery rate: Phases 1&2 583.3 gpm (840,000 gpd)</p> <p>Domestic Sewer Service Maximum delivery rate: Phases 1 & 2 24 gpm (34,560 gpd)</p> <p>Average delivery rate: Phases 1&2 12 gpm (17,280 gpd)</p> <p>Annual discharge for 7 buildings will be 2.3 MGY</p>
Pounds Per Square Inch (PSI) at meter/fence line:	35-80	65	N/A
Service Delivery Date:	N/A	TBD	N/A

GPM = Gallons per Minute
MGY = Million Gallons per Year

Table 2: Water Service Rates

Provider Service:	Potable Water	Additional Potable Water	Level 1 Reclaimed Water	Discharge
Connection Rate:	Per Spotsylvania County Ordinance Sec. 22-128	Per Spotsylvania County Ordinance Sec. 22-128	TBD	Per Spotsylvania County Ordinance Sec. 22-128
Service Rate:	Per Spotsylvania County Ordinance Sec. 22-128	Per Spotsylvania County Ordinance Sec. 22-128	Set in accordance with Section 3.2 of this Agreement	Set in accordance with Section 3.2 of this Agreement
Billing and Payment	Spotsylvania County Ordinance, Ch. 22, Div. 5			

PH95 WATER AND WASTEWATER SERVICE AGREEMENT

TERMS AND CONDITIONS WATER AND SEWER INFRASTRUCTURE

ARTICLE 1 – OBLIGATIONS AND CONDITIONS

1.1 Provider's Services.

(i) **Services and Conditions.** As provided under that certain water services agreement dated September 12, 2024, executed between Provider and Amazon Data Services Inc ("ADS") and attached hereto with redactions as Exhibit 1 ("County/ADS WSA"), Provider agreed to design, engineer and perform construction related to the Infrastructure necessary to provide certain water and wastewater services to ADS contingent upon ADS meeting the terms of the County/ADS WSA including, but not limited to, performing certain construction, and funding the design, engineering, and construction of the Infrastructure. Should the Provider and ADS meet the terms of the County/ADS WSA so that the Infrastructure is completed, and should the Infrastructure allow for the Provider Services contemplated herein to be provided to PH95, the Provider will provide the Provider Services to PH95 in accordance with the terms herein. The Provider's commitment to provide Provider Services herein is conditioned upon the completion of the Infrastructure so as to allow the Provider Services to be provided. For the avoidance of doubt, the Provider will not be obligated to perform, as provided herein, until the Infrastructure is completed.

(ii) **Additional Conditions.** The Provider's commitment to provide the Provider Services set forth herein is also subject to and conditioned upon the authority and actions of the Provider's Director of Utilities as authorized and set forth in the County Code including, but not limited to, Section 22-47, as amended, which is incorporated herein by reference.

(iii) **Interim Cooling, Domestic Potable, Permanent Cooling Services.** Prior to the satisfaction of the below conditions, Provider will provide PH95 with interim cooling, domestic potable, emergency cooling water, and Fire Protection in the amounts outlined in the steps and phases consistent with the flows shown in Table 1. PH95 may use Potable Water as interim cooling water until Level 1 Reclaimed Water is available for PH95's use as permanent cooling water as set forth herein. Notwithstanding the foregoing, the following conditions must first be satisfied before the Provider can provide an increase in the PH95 interim cooling water from Step 1 to Step 2 as outlined in Table 1: (i) the Motts Run Water Treatment Plant Expansion is completed (in accordance with the Spotsylvania County Capital Improvement Plan FY2025-2029); (ii) the Leavells Road Waterline is completed (in accordance with the Spotsylvania County Capital Improvement Plan FY2025-2029); (iii) construction on the Reclaimed Water System has begun; and (iv) the sanitary sewer improvements set out in Exhibit 3 have been completed.

1.2 PH95 Connection Obligations.

(a) **Timing of Connection.** PH95 will connect to the Infrastructure no later than one (1) year of the Infrastructure being completed in accordance with the County/ADS WSA and the Provider Services being made available to PH95 at the point of connection set forth in Exhibit 2.

(b) **Connection Standards.** PH95 will construct its connection with, and connect to, the Infrastructure, and maintain said connection, all pursuant to the applicable standards set forth in the DSM as amended from time to time. If the DSM does not contain the aforementioned standards at the time of connection, PH95 agrees that its connection with the Infrastructure shall include widely accepted public utility design standards as determined by the Provider at its sole discretion acting through its Director of Utilities and PH95 assumes all risk should it perform, or fail to perform, any work to connect or maintain the connection without the Provider's prior approval.

1.3 **Latecomer Program Obligations.**

(a) **Latecomer Charge.** Pursuant to Section 1.5 of the County/ADS WSA, the Provider commits to consider establishing, through legislative action and to the extent authorized by law, a program which will allow the Provider to charge a Latecomer, as defined therein, for connecting to, and being served by, the Infrastructure constructed pursuant to the County/ADS WSA (the "Latecomer Program"). The Provider has yet to establish the Latecomer Program, but PH95 acknowledges it is a Latecomer and agrees it will be subject to the terms and conditions of the Latecomer Program.

ARTICLE 2 – TERM, TERMINATION, SUSPENSION OF SERVICES

2.1 **Term.**

(a) **Initial Term.** This Agreement will take effect on the Effective Date and will remain in effect for 20 years unless earlier terminated as provided herein ("Initial Term").

(b) **Renewal Terms.** Upon the expiration of the Initial Term, this Agreement will automatically renew for successive 12-month terms (each a "Renewal Term", and together with the Initial Term, "Term") unless either PH95 or the Provider provides written notice to the other at least 90 days prior to the expiration of the Initial Term or any Renewal Term that it does not intend to renew the Agreement.

2.2 **Termination Non-Default.**

(a) **Termination by PH95.** PH95 may terminate this Agreement at any time and for any reason by providing written notice to Provider at least 90 days prior to the date of such termination. If PH95 terminates this Agreement pursuant to this Section 2.2, then PH95's sole liability and Provider's exclusive remedy is payment for (i) any Provider Services provided under this Agreement as of the termination date, and (ii) any remaining payment obligations which are required under this Agreement.

(b) **Termination, Reduction of Capacity.** Provider may terminate this Agreement upon 90 days' prior written notice if (i) the PH95 permanently ceases the Project data center operations for more than 36 consecutive months and at least 3 years has passed from the Effective Date or (ii) PH95 has failed to connect its facilities to the Infrastructure within one (1) year of the Infrastructure being completed. Notwithstanding anything herein to the contrary, if at any time after PH95 connects to the Infrastructure and Provider is providing the Provider Services in accordance with this Agreement, PH95 fails to utilize at least once, sixty percent (60%) of the **Level 1 Permanent Cooling Water Maximum Delivery Rate set forth in Table 1 (486 gpm, 700,000 gpd), 291.66 gpm, 420,000 gpd,** during any sixty (60) month period, then the Provider may transfer the reclaimed water capacity and corresponding discharge capacity not utilized by PH 95 to a third party user or reduce the capacity for that future purpose, except in no event shall Provider transfer or reduce more than ten percent (10%) of the **Level 1 Permanent Cooling Water Maximum Delivery Rate (486 gpm, 700,000 gpd), 48.61 gpm, 70,000 gpd, and discharge capacity (583.3 gpm, 840,000 gpd), 58.33 gpm, 84,000 gpd,** set forth in **Table 1** ("Maximum Reduction Amount"). Should PH95 attempt to artificially establish the aforementioned usage so that the cooling water is not utilized for its intended purpose then the Provider may transfer or reduce the capacity of the reclaimed water not utilized for its intended purpose and corresponding discharge capacity up to the Maximum Reduction Amount to a third party user but only after providing PH95 written notice of said allegation of artificial usage and thirty (30) days to dispute in writing such claim. Should the Provider take the steps allowed for herein to transfer or reduce the reclaimed water capacity and corresponding discharge capacity Maximum Reduction Amount, this Agreement shall be effectively amended to reflect the transferred or reduced amount of Level 1 Permanent Cooling Water Maximum Delivery Rate and corresponding Permanent Spent Cooling Water Discharge capacity to be provided by Provider hereunder and PH95 agrees to effectuate said amendment

Refer Table 1 for details. GPM numbers represent peak water use - Hottest day of a hot year. Actual annual Level 1 Permanent Cooling water consumption for the 7-building campus will be 10.4 MGY (1.5 MGY per data center)—significantly lower than peak because Northern Virginia's climate requires cooling water only 4.1% of the year, based on 10 years of historical data. The Annual discharge for 7 buildings will be 2.3 MGY.

to this Agreement. PH95 also agrees it will not use Potable Water to supplant any reduction in Level 1 Permanent Cooling Water allowed for herein.

ARTICLE 3 – RATES AND PAYMENTS

3.1 **Provision of and Payment for Provider Services.** PH95 will apply for the Provider Services using Provider's generally applicable form. The application will include a request for Provider Services and request for the Provider to confirm the completion of all PH95's necessary connection facilities which connect PH95's facilities to the Infrastructure and PH95 will include information required by the Provider in support thereof. After deeming the application complete, including, but not limited to, confirmation of completed connection facilities pursuant to the DSM, the Provider will approve PH95's application and will provide the Provider Services in accordance with the Service Specifications set forth in Table 1. PH95 will pay for the Provider Services in accordance with the rates contained in Table 2.

3.2 **Level 1 Reclaimed Water and Discharge Provider Services.** If Provider establishes rates for Level 1 Reclaimed Water Provider Service and for Discharge Provider Service, the rates will be consistent with Applicable Law, commensurate with the cost of providing the Level 1 Reclaimed Water Provider Service and Discharge Provider Service and will be established following the procedure and standards established by Virginia Code § 15.2-2119.

ARTICLE 4 – FORCE MAJEURE EVENT & CHANGE IN LAW

4.1 **Definition.** The Provider will not be responsible to PH95 for any delay or failure to perform to the extent that the delay or failure to perform is caused by an event or circumstance that (a) is beyond the reasonable control of the Provider, (b) was not foreseeable at the time of execution of this Agreement, or if foreseeable, could not have been avoided or overcome by the Provider through the exercise of commercially reasonable diligence, and (c) prevents, hinders or delays the Provider in its performance of any (or any part) of its obligations under this Agreement (each, a "**Force Majeure Event**"). Subject to the requirements of the prior sentence, Force Majeure Events may include acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds, lightning, ice storms or other weather event or physical natural disaster of a strength or duration that is not normally encountered in the area of the Projects; fire; sabotage; vandalism; terrorism; war; cyber-attacks; invasion; hostilities; rebellion; revolution; requisition; expropriation or compulsory acquisition by any governmental or competent authority; riots; explosion; blockades; insurrection; epidemics; employment strike against the Provider or a third-party; slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); drought; negligent act of a third party causing damage to the Infrastructure; or interruptions to transportation.

4.2 **Notice and Mitigation.** If affected by a Force Majeure Event, the Provider will promptly notify PH95 in writing of such event, giving details of the Force Majeure Event, its anticipated effect on the affected Party's performance under this Agreement, and any steps that the Provider is taking to remedy the matter.

4.3 **Change in Law.** If changes to an Applicable Law materially impact the enforceability or operation of this Agreement, the Parties will negotiate in good faith to amend this Agreement to preserve the benefits of this Agreement to each Party; provided that this Agreement will be enforced and implemented to the fullest extent permitted by Applicable Law, even if no such amendment is agreed to by the Parties.

ARTICLE 5 – LICENSING, INDEMNIFICATION

5.1 **Business License.** PH95 will obtain and maintain all business licenses and permits related to its business operations required by Applicable Law.

5.2 **Indemnification.** PH95 will indemnify, defend, and hold harmless the Provider Indemnified Parties from and against all third party claims, demands, injuries (including personal injury, death, and property damage) and legal proceedings and all resulting Damages to the extent arising from: (1) the negligence, gross negligence, or willful conduct of PH95 or any of its Affiliates, officers, employees, agents, representatives, or contractors in connection with performance of PH95's obligations under this Agreement; (2) any violation of Applicable Law by PH95 or any of PH95's Affiliates, officers, employees, agents, representatives, or contractors that occurs in the performance of PH95's obligations under this Agreement; (3) the failure by PH95 to fulfill any of its obligations under this Agreement; except that the Provider Indemnified Parties will not be indemnified hereunder to the extent any damages are solely attributable to the gross negligence or willful misconduct of any Provider Indemnified Party.

ARTICLE 6 – DEFAULT AND REMEDIES

6.1 **Events of Default.** Any of the following actions or inactions by a Party will constitute an "Event of Default" if such Party (the "Defaulting Party"):

(a) **Breach of Obligations.** Fails to perform any material obligations or covenants under this Agreement, which failure continues for 30 days after written notice from the other Party ("Non-Defaulting Party").

(b) **Insolvency.** (i) Becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition with or for the benefit of its creditors; (iii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, which proceeding is not dismissed, stayed, or vacated within 30 days thereafter; (iv) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (v) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for it or for all or substantially all of its assets; (vi) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets; (vii) causes or is subject to any event with respect to which, under the Applicable Law of any jurisdiction, has an analogous effect to any of this events specified in clauses (i) to (vi) inclusive; or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

6.2 **Remedies for Event of Default.** In addition to the other remedies provided herein, upon the occurrence of an Event of Default and notice to the Defaulting Party, the Non-Defaulting Party may avail itself of any or all of the following remedies:

- (a) Suspend performance of its obligations under this Agreement;
- (b) Receive, if so ordered by a court of competent jurisdiction, from the Defaulting Party direct Damages incurred by the Non-Defaulting Party in connection with such Event of Default;
- (c) Exercise any available rights and remedies in a Court of equity; and/or
- (d) Terminate this Agreement upon thirty (30) days' written notice.

6.3 **Limitation of Damages.** Damages payable under this Agreement will be limited to direct Damages. Neither Party will be liable for indirect, special, consequential, incidental, exemplary, or punitive Damages including, without limitation, lost profits, lost production, or lost revenues, arising out of this Agreement.

6.4 **No Waiver.** A Party's failure at any time or times to require strict performance by the other Party of any provision of this Agreement will not waive, affect, or diminish any right of such Party thereafter to demand strict compliance and performance herewith or therewith. Any suspension or waiver of an Event of Default will not suspend, waive, or affect any other Event of Default whether the same is prior or subsequent thereto and whether the same or of a different type. No waiver is effective unless signed in a non-electronic form by the waiving Party.

ARTICLE 7 – MISCELLANEOUS

7.1 **Notices.** Each Party consents to electronic signatures. All notices under this Agreement must be written, and in English, and notice will be deemed effective when received. All notices will be sent in accordance with the Cover Sheet. Either Party may from time to time change its notice address by giving the other Party notice of the change in accordance with this Agreement.

7.2 **Severability.** If any court of competent jurisdiction or applicable Governmental Authority finds any part of this Agreement invalid or unenforceable, then that part is deemed modified to the extent necessary to render it valid and enforceable. If it cannot be so saved, it will be severed, and the remaining parts will remain in full force and effect.

7.3 **Assignment.** Except as provided in this Section 7.3, neither Party may assign this Agreement without the other Party's prior written consent, which will not be unreasonably withheld, conditioned or delayed. PH95 may assign this Agreement to an Affiliate or creditor (as security) of PH95 without Provider's consent.

7.4 **Non-Waiver.** A waiver of one breach under this Agreement is not a waiver of any other breach. No waiver is effective unless signed in a non-electronic form by the waiving Party.

7.5 **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, excluding its conflicts of law provisions. Disputes under or related to this Agreement and the PH95 Security will be resolved in the Spotsylvania County Circuit Court or the U.S. District Court for the Eastern District of Virginia, Richmond Division, as applicable. The Parties agree to this venue and jurisdiction and waive all defenses of lack of personal jurisdiction and inconvenient forum.

7.6 **Waiver of Jury Trial.** Each Party waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect of any dispute arising out of or relating to this Agreement.

7.7 **Survival.** Section 2.2 and Article 6, Article 7, and Article 8 will survive the expiration or termination of this Agreement. All Sections referenced above will include all subsections thereof and all articles referenced above will include all sections and subsections thereof.

7.8 **No-Third Party Beneficiaries.** Nothing in this Agreement will provide any benefit to any third-party or entitle any third-party to any claim, cause of action, remedy, or right of any kind.

7.9 **Relationship of Parties.** The Parties are independent contractors, and nothing in this Agreement creates an employer-employee relationship, a partnership, joint venture, or other relationship

between the Parties. Neither Party has authority to assume or create obligations of any kind on the other's behalf.

7.10 **Entire Agreement; Counterparts.** This Agreement, together with all incorporated exhibits and schedules, constitute the complete and final agreement of the Parties pertaining to the terms in this Agreement and supersede the Parties' prior related agreements, understandings, and discussions. Each Party will accept electronic signatures for the execution of this Agreement and execution may be conducted in counterparts, each of which (including signature pages) is an original, but all of which together is one and the same instrument.

7.11 **Subject to Applicable Law.** This Agreement and the actions of the Parties are subject to Applicable Law.

7.12 **Subject-to-Appropriations; No Pledge of Credit.** Nothing herein will be interpreted or operate as a pledge of the full faith and credit of the Provider, or will bind the Provider to appropriate funds for expenditures related to this Agreement. All payments and other performances by the Provider under this Agreement are subject to and conditioned upon appropriations by the Board. The Provider cannot expend funds unless appropriated by the Board, and one Board cannot obligate a future Board. It is understood and agreed among the Parties that the Provider will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. Under no circumstances will the Provider's total liability under this Agreement exceed the total amount of funds appropriated by the Board for the payments hereunder for the performance of this Agreement. Therefore, notwithstanding any provision of this Agreement to the contrary, if the Board fails to appropriate funds for the continuance of this Agreement, all obligations hereunder will be automatically suspended upon depletion to the then currently appropriated or allocated funds until a subsequent Board appropriates additional funds or this Agreement is terminated. The Parties hereby agree that a subsequent Board will not be obligated in any way to appropriate funds hereunder.

7.13 **Nonwaiver, of the Proffers.** Notwithstanding anything in this Agreement to the contrary, this Agreement will not in any way limit or waive the Proffers or the Parties' rights, liabilities, and duties in the Proffers.

7.14 **Sovereign Immunity, Nonwaiver.** Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement constitutes a waiver of sovereign immunity or any other immunity rights that exist or may now or may exist in the future for the Provider or its respective officers and employees under Applicable Law.

ARTICLE 8 – DEFINITIONS AND INTERPRETATION

8.1 **Interpretation.** The Parties have fully negotiated this Agreement, and it will be interpreted according to the plain meaning of its terms without any presumption that it should be construed either for or against either Party. Words, phrases or expressions not otherwise defined in this Agreement that (i) have a generally accepted meaning in Good Utility Practice will have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Good Utility Practice but that have well known and generally accepted technical or trade meanings, will have such recognized meanings. The symbol "\$" refers to United States Dollar.

8.2 **Definitions.** As used in this Agreement, the following terms will have the meanings set forth below:

- (a) **"Affiliate"** means, with respect to any person, each person that directly or indirectly controls, is controlled by, or is under common control with such designated person. For

purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any person, will mean (a) the direct or indirect right to cast at least 50% of the votes exercisable at an annual general meeting (or its equivalent) of such person or, if there are no such rights, ownership of at least 50% of the equity or other ownership interest in such person, or (b) the right to direct the policies or operations of such person.

- (b) "**Applicable Law**" means all laws, statutes, rules, regulations, ordinances, codes, judgments, orders, approvals, tariffs, decrees, proffers, and other pronouncements (all as may be amended or recodified from time to time) having the effect of law of any Governmental Authority including, but not limited to, those referenced in Table 2.
- (c) "**Board**" means the Spotsylvania County Board of Supervisors.
- (d) "**Damages**" means any liability, judgement, fine, penalty, settlement, expense and cost (including reasonable attorney's fees).
- (e) "**Design Standards Manual**" or "**DSM**" means the regulatory manual adopted by the Board that establishes the generally applicable standards and conditions related to the construction of water, sewer, and reclaimed water utility infrastructure and its connection to the System.
- (f) "**Good Utility Practice**" means any of the practices, methods, and acts engaged in or approved by a significant portion of the water utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the industry.
- (g) "**Governmental Authority**" means any national, state, provincial, local, tribal or municipal government, any political subdivision thereof or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party in law.
- (h) "**Infrastructure**" means any and all of the Provider's facilities that are currently being developed pursuant to the County/ADS WSA which will allow the Provider to provide the Provider Services to the Project, as set forth in Exhibit 1.
- (i) "**Potable Water System**" means a potable water supply system owned and operated by Provider to provide potable water to residents and businesses that are customers of Provider.
- (j) "**Proffers**" means, collectively, the proffers approved by the Board (i) R-22-0016 on October 23, 2023, for Tax Map parcels 36-A-41 C (portion thereof) and 36-A-45 (portion thereof) consisting of approximately 127.196 acres; and (ii) R-23-0015, for Tax Map Parcels 36-A-44 and 36 A-43P, consisting of approximately 73.1547 acres.
- (k) "**Project**" means the development of data centers and related infrastructure at the PH95 locations as identified in Exhibit 4 or any other parcels adjacent to the same and acquired in the future by PH95.

- (l) **"Provider Indemnified Party"** means Provider and its respective officers, employee, agents, representatives, successors, and assigns.
- (m) **"Provider Services"** means the water services meeting the Service Specifications set forth in Table 1 of the Cover Sheet.
- (n) **"Reclaimed Water System"** means that water system owned and operated by Provider to supply Level 1 reclaimed water for cooling purposes to industrial users of Provider.
- (o) **"Sewer System"** means a sewer system owned and operated by Provider that received and treats wastewater from customers of the Provider.
- (p) **"System"** or **"Systems"** means, collectively, the Potable Water System, the Sewer System, and the Reclaimed Water System collectively as applicable.
- (q) **"Table 1"** is defined in Section 1.1(i).

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
AUTHORIZED SIGNATURES TO FOLLOW]**

Agreed to by the Parties as of the Effective Date:

POWERHOUSE 95 LLC

SPOTSYLVANIA COUNTY

By: _____

By: _____

Name: BRIAN KATZ

Name: _____

Title: AUTHORIZED SIGNATORY

Title: _____

Date Signed: JULY 10, 2025

Date Signed: _____

Agreed to by the Parties as of the Effective Date:

POWERHOUSE 95, LLC

By: _____

Name: _____

Title: _____

Date Signed: _____

SPOTSYLVANIA COUNTY

By: Ed Petrovitch

Name: Ed PETROVITCH

Title: County Administrator

Date Signed: 7/9/25

APPROVED AS TO FORM:

KRH/ by: [Signature]
COUNTY ATTORNEY (Deputy)

ADS WATER AND WASTEWATER SERVICE AGREEMENT

COVER SHEET

This Water and Wastewater Service Agreement is between the Amazon Entity and Provider identified below (each a “**Party**” and together the “**Parties**”), is made as of the Effective Date identified below (“**Effective Date**”), and includes this Cover Sheet, the Terms and Conditions, and Exhibits (“**Agreement**”).

The Parties to this Agreement are:

Amazon Entity:	Amazon Data Services, Inc. or ADS
Provider:	Spotsylvania County, Virginia
Effective Date:	September 12, 2024
Projects:	Cosner Tech, Carter’s Store Tech, and Summit Crossing Tech (each as identified in Exhibit 6)

Each Party’s contacts to receive notices about this Agreement are:

ADS	Provider
Amazon Data Services, Inc. 410 Terry Avenue North Seattle, WA 98109 Email: Infraenergy@amazon.com	County Administration Attn: County Administrator P.O. Box 99 Spotsylvania, VA 22553 coadmin@spotsylvania.va.us
Legal Notices:	Legal Notices:
410 Terry Avenue North Seattle, WA 98109 Attention: General Counsel (ADS) Email: contracts-legal@amazon.com infraenergy@amazon.com	County Attorney’s Office Attn: County Attorney P.O. Box 308 Spotsylvania, VA 22553 coatty@spotsylvania.va.us

Key Terms:

Table 1A: Service Specifications - Cosner Tech					
Provider Service:	Potable Water	Additional Potable Water	Level 1 Reclaimed Water Production	Level 1 Reclaimed Water	Discharge
Infrastructure Description:	Massaponax Church Road Waterline Phase 1A and 1B	Massaponax Church Road Waterline Phase 2	Massaponax Wastewater Treatment Plant Reclaimed Production and Massaponax Booster Pump Station	Reclaimed Water System Distribution and Cosner Tech Booster Pump Station	Sanitary Sewer Improvements Receiving Flow
Design Specifications:	Exhibit 1	Exhibit 1	Exhibit 2	Exhibit 2	Exhibits 3 and 4
Delivery Rate (GPM)	<p>Interim Cooling 250 gpm (2/7/2025-1/31/2028 (expected)); 434 gpm (in accordance with Section 3.3, expected 1/31/2027 - 1/31/2028)</p> <p>Emergency Cooling 347 gpm (1/31/2027 onward)</p> <p>Domestic Potable Maximum delivery rate: 24 gpm Average delivery rate: 12 gpm (2/7/2025 onward)</p>	<p>Emergency Cooling Maximum delivery rate: 694 gpm</p>	N/A	<p>Permanent Cooling Water Maximum delivery rate: 1260.3 gpm</p>	<p>Permanent Spent Cooling Water Discharge Maximum delivery rate: 536 gpm</p> <p>Domestic Sewer Service Maximum delivery rate: 24 gpm Average delivery rate: 12 gpm</p>

ADS will temporarily use municipal water (managed by local governments or public utilities) until the county's first reclaimed water plant, fully funded by ADS, becomes operational in 2028. See comment on Permanent Cooling Water for context.

Municipal water is used only during temporary reclaimed water system outages.

GPM numbers represent peak water use - Hottest day of a hot year. Actual annual consumption for the 7-building campus will be 10.4 MGY (1.5 MGY per data center)—significantly lower than peak because Northern Virginia's climate requires cooling water only 4.1% of the year, based on 10 years of historical data. Remaining 97% is cooled using outside air

Annual discharge for 7 buildings will be 2.3 MGY

GPM = Gallons per Minute
MGY = Million Gallons per Year



	<p>Fire Protection Maximum delivery rate: 500 gpm for 8 hours (2/7/2025 onward)</p>				
<p>Pounds Per Square Inch (PSI) at meter/fence line:</p>	35-80	35-80	N/A	35-80	N/A
<p>Design and Engineering Delivery Date:</p>	6/1/2024	8/13/2025	12/31/2025	12/31/2025	N/A (Existing)
<p>Service Delivery Date:</p>	2/7/2025	2/13/2027	12/31/2027	12/31/2027	2/7/2025

Table 1B: Service Specifications - Carter's Store Tech			
Provider Service:	Potable Water	Level 1 Reclaimed Water	Discharge
Infrastructure Description:	Potable Water Extension From Massaponax Church Road and Booster Pump Station (if needed)	Reclaimed Water System Distribution Extension	Sanitary Sewer Extension and Booster Pump Station (if needed)
Design Specifications:	Exhibit 1	Exhibit 2	Exhibits 3 and 4



<p>Municipal water is used only during temporary reclaimed water system outages. For this campus municipal water will not be used for cooling in the interim.</p> <p>Delivery Rate (GPM)</p> <p>Minimum required per regulation. Reclaimed water will be used for fire protection at this site. Municipal water is used only during temporary reclaimed water system outages.</p>	<p>Emergency Cooling Maximum delivery rate: 694 gpm (Only available after Reclaimed Water System constructed, split between Carter’s Store Tech and Summit Crossing Tech)</p> <p>Domestic Potable Maximum delivery rate: 18 gpm Average delivery rate: 9 gpm</p> <p>Fire Protection Maximum delivery rate: 500 gpm for 8 hours (3/15/2028 onward)</p>	<p>Permanent Cooling Water Maximum delivery rate: 1620.4 gpm (split between Carter’s Store Tech and Summit Crossing)</p>	<p>Permanent Spent Cooling Water Maximum delivery rate: 689 gpm (split between Carter’s Store Tech and Summit Crossing)</p> <p>Domestic Sewer Service Maximum delivery rate: 18 gpm Average delivery rate: 9 gpm</p>
<p>Pounds Per Square Inch (PSI) at meter/fence line:</p>	<p>35-80</p>	<p>35-80</p>	<p>N/A</p>
<p>Design and Engineering Delivery Date:</p>	<p>2/13/2026 Subject to Section 1.1 (a)(ii).</p>	<p>2/13/2026 Subject to Section 1.1 (a)(ii).</p>	<p>2/13/2026 Subject to Section 1.1 (a)(ii).</p>
<p>Service Delivery Date:</p>	<p>3/15/2028</p>	<p>3/15/2028</p>	<p>3/15/2028</p>

Shared with Summit Crossing Tech in Table 1C. GPM numbers represent peak water use - Hottest day of a hot year. Actual annual consumption for the 11-building campus (7 buildings at Carters Store and 4 Buildings at Summit Crossing) will be 18.8 MGY (1.7 MGY per data center)—significantly lower than peak because Northern Virginia's climate requires cooling water only 4.1% of the year, based on 10 years of historical data. Remaining 97% is cooled using outside air

Annual discharge for both sites (11 buildings) will be 4.2 MGY



Table 1C: Service Specifications - Summit Crossing Tech			
Provider Service:	Potable Water	Level 1 Reclaimed Water	Discharge
Infrastructure Description:	Potable Water Extension From Massaponax Church Road and Booster Pump Station (if needed)		Sanitary Sewer Extension and Booster Pump Station (if needed)
Design Specifications:	Exhibit 1	Exhibit 2	Exhibits 3 and 4
Delivery Rate (GPM)	<p>Emergency Cooling Maximum delivery rate: 694 gpm (Only available after Reclaimed Water System constructed, split between Carter’s Store Tech and Summit Crossing Tech)</p> <p>Domestic Potable Maximum delivery rate: 16 gpm Average delivery rate: 8 gpm</p> <p>Fire Protection Maximum delivery rate: 500 gpm for 8 hours (3/15/2028 onward)</p>	<p>Permanent Cooling Water Maximum delivery rate: 1620.4 gpm (split between Carter’s Store Tech and Summit Crossing Tech)</p>	<p>Permanent Spent Cooling Water Maximum delivery rate: 689 gpm (split between Carter’s Store Tech and Summit Crossing Tech)</p> <p>Domestic Sewer Service Maximum delivery rate: 16 gpm Average delivery rate: 8 gpm</p>
Pounds Per Square Inch (PSI) at meter/fence line:	35-80	35-80	NA
Design and Engineering Delivery Date:	2/13/2026 Subject to Section 1.1 (a)(ii).	2/13/2026 Subject to Section 1.1 (a)(ii).	2/13/2026 Subject to Section 1.1 (a)(ii).
Service Delivery Date:	3/15/2028	3/15/2028	3/15/2028

Municipal water is used only during temporary reclaimed water system outages. For this campus municipal water will not be used for cooling in the interim.

Minimum required per regulation. Reclaimed water will be used for fire protection at this site. Municipal water is used only during temporary reclaimed water system outages.

Shared with Carters Store Tech in Table 1B. GPM numbers represent peak water use - Hottest day of a hot year. Actual annual consumption for the 11-building campus (7 buildings at Carters Store and 4 Buildings at Summit Crossing) will be 18.8 MGY (1.7 MGY per data center)—significantly lower than peak because Northern Virginia’s climate requires cooling water only 4.1% of the year, based on 10 years of historical data. Remaining 97% is cooled using outside air

Annual discharge for both sites (11 buildings) will be 4.2 MGY



Table 2: Estimated ADS Infrastructure Reimbursement Amounts					
Provider Service:	Potable Water	Additional Potable Water	Level 1 Reclaimed Water Production	Level 1 Reclaimed Water	Discharge
Estimated ADS Infrastructure Reimbursement Amount:	\$3,900,000	\$9,400,000	\$90,400,000	\$11,500,000	\$1,500,000

Table 3: Water Service Rates				
Provider Service:	Potable Water	Additional Potable Water	Level 1 Reclaimed Water	Discharge
Connection Rate:	Per Spotsylvania County Ordinance Sec. 22-128	Per Spotsylvania County Ordinance Sec. 22-128	TBD	Per Spotsylvania County Ordinance Sec. 22-128
Service Rate:	Per Spotsylvania County Ordinance Sec. 22-128	Per Spotsylvania County Ordinance Sec. 22-128	Set in accordance with Section 3.2 of this Agreement	Set in accordance with Section 3.2 of this Agreement
Billing and Payment	Spotsylvania County Ordinance, Ch. 22, Div. 5			



ADS WATER AND WASTEWATER SERVICE AGREEMENT

TERMS AND CONDITIONS

ARTICLE 1 – WATER AND SEWER INFRASTRUCTURE

1.1 Provider Infrastructure Obligations.

(a) ***Design and Engineering.***

(i) In accordance with the Service Specifications and Design Specifications set forth in Table 1A, Table 1B, and Table 1C (“collectively, **Table 1**”) and consistent with the terms of this Agreement, Provider will design and engineer the Infrastructure necessary to provide the following Provider Services: Potable Water, Additional Potable Water, Level 1 Reclaimed Water Production, Level 1 Reclaimed Water, and Discharge. The Design Specifications for such Infrastructure are shown on the attached Exhibit 1, Exhibit 2, Exhibit 3, and Exhibit 4.

(ii) For all Cosner Tech Infrastructure, set forth in Table 1A, Provider will complete the design and engineering by the Design and Engineering Delivery Date set forth in Table 1A. For all Carter’s Store Infrastructure and Summit Crossing Infrastructure, set forth in Table 1B and Table 1C, notwithstanding the exact dates set for therein, Provider will complete the design and engineering within 18 months of ADS making available funding to Provider (such as through issuance of a purchase order that allows for invoicing) for the preliminary engineering report.

(iii) The Parties acknowledge that the Design Specifications, as defined and described in this Agreement, including, but not limited to, as set out in Table 1 and the Exhibits, are general in nature and will be amended by Provider. Provider may amend the Design Specifications for any reason including, but not limited to, ensuring consistency with the DSM and Applicable Law, meeting the Service Specifications while providing capacity to the region beyond the needs of the Projects, and ensuring the Infrastructure can be completed and accepted into the System. When amended by the Provider, the amended designs will then be considered the Design Specifications and incorporated into this Agreement. The Design Specifications will be determined at the sole discretion of the Provider, provided that the Design Specifications must be adequate to at least provide the Provider Services consistent with the Service Specifications. If Provider amends the Design Specifications, the Provider will promptly provide ADS a written copy of the change pursuant to its reporting obligations under Section 1.2(b). ADS may provide feedback to Provider pursuant to Section 1.2(b). Provider will not be required to pause its work to await any feedback from ADS. Provider will maintain a complete set of all specific Design Specifications and provide copies to ADS promptly upon completion of any specific designs or upon the request of ADS. The terms of this Agreement are subject in their entirety to the County’s sole right to determine the Design Specifications set forth in this Section 1.1(a)(iii) and notwithstanding anything to the contrary in this Agreement, the

terms of this Agreement will not be interpreted to limit the County's rights set forth in this Section 1.1(a)(iii).

(b) **Construction.**

(i) Provider and ADS have agreed upon the upgrades required to bring the MWWTP to a Level 1 reuse production and storage facility meeting the standards of 9 Virginia Administrative Code Section 25-740-70.A.1, and as described in Exhibit 2 ("**MWWTP Improvements**"). Provider will procure all LLE and other necessary construction materials and equipment necessary for the MWWTP Improvements. Provider will construct the MWWTP Improvements in accordance with the Design Specifications set out in Exhibit 2, Good Utility Practice, and Applicable Law. Provider will complete all construction work and place the MWWTP Improvements into service by the applicable Service Delivery Date set forth in Table 1.

(ii) Provider will diligently exercise its best efforts to obtain all necessary permits from the Virginia Department of Environmental Quality allowing for reuse (Level 1) of treated effluent from the MWWTP for use as cooling water prior to the applicable Service Delivery Date set forth in Table 1A.

(iii) Provider will procure the LLE and other necessary construction materials and equipment, necessary for the Infrastructure to provide Additional Potable Water service, as described in Exhibit 1 ("**Additional Potable Improvements**"). Provider will construct the Additional Potable Improvements in accordance with the Design Specifications set out in Exhibit 1, Good Utility Practice, and Applicable Law. Provider will complete all construction work and place the Additional Potable Improvements into service by the applicable Service Delivery Date set forth in Table 1.

(c) **Property Rights & Permits.** Provider will (i) exercise its best efforts to obtain all permits, other than local construction and land use permits related to the Projects, (ii) obtain all property rights necessary to construct the Infrastructure and necessary for the Provider to maintain the Infrastructure once accepted into the System, and (iii) provide access to ADS, its employees, contractors, subcontractors, and agents during construction. ADS's and its employees' contractors', subcontractors', and agents' access to Provider's property and property rights during construction will be subject to and conditioned upon the terms of this Agreement including, but not limited to Section 5.2 and Section 5.3.

(d) **Reclaimed Water System.** Upon the discovery of any issue that has caused or may cause an outage of the Reclaimed Water System, Provider will promptly provide written notice to ADS. No later than 12 hours after discovery of such issue, Provider will commence repairs so as to minimize the duration of any outage of the Reclaimed Water System. Provider will perform the repairs necessary and consistent with Good Utility Practice and American Water Works Association standards to restore operation of the Reclaimed Water System as soon as is reasonably practicable. Provider will exercise its best efforts to maintain contractors on standby to promptly perform repairs of the Reclaimed Water System, and Provider will call upon its contractors and any applicable mutual aid agreements with other localities to promptly repair the Reclaimed Water System, which will be considered a critical system similar to hospitals.

Provider will operate and maintain the Reclaimed Water System consistent with all manufacturers recommendations and Good Utility Practice.

(e) **Provider's Obligations Conditioned on ADS Funding.** The Parties understand and agree that Provider is not, and will not be, required to encumber any general or utility enterprise funds for the Provider's performance under Sections 1.1(a) through (c) and may rely solely upon the funding provided by ADS to meet these obligations. Therefore, the Provider's obligations under Section 1.1(a) through (c) are subject to, and conditioned upon, receipt of funding by ADS consistent with Section 1.3. ADS further agrees that it will not unreasonably withhold any amounts owed to the Provider under Section 1.3. To the extent (i) ADS does not timely perform its funding obligations described in Section 1.3 or its construction obligations described in Section 1.2(a), or (ii) despite use of best efforts, Provider does not timely obtain a required permit, and such failure delays Provider's performance of its obligations under Sections 1.1(a), 1.1(b), 1.1(c), or 1.2(b), then Provider will be entitled to a day-for-day delay in any affected Design and Engineering Delivery Dates and any affected Service Delivery Dates set forth in Table 1.

1.2 ADS Infrastructure Obligations.

(a) **Construction.** In accordance with the Design Specifications set forth in Table 1, the DSM, and Applicable Law, ADS will procure the LLE and other necessary construction materials and equipment and construct the Infrastructure necessary to provide the following Provider Services: Potable Water, Level 1 Reclaimed Water (except for the MWWTP Improvements), and Discharge. ADS's obligation to construct the Infrastructure is subject to Provider's obligation to obtain all necessary property rights and permits as set forth in Section 1.1(c). If ADS has complied with Section 1.3 to the extent necessary for the Provider to perform the applicable work, and if Provider does not provide complete design and engineering for the Infrastructure to ADS by the applicable Design and Engineering Delivery Dates, or if Provider does not obtain the necessary property rights or permits in a reasonable amount of time to allow for the completion of construction by the applicable Service Delivery Date, then ADS will be entitled to a day-for-day delay in its obligations under Section 1.2(a) and Section 1.2(b), as well as its obligation to transition to Level 1 Reclaimed Water for cooling water.

(b) **Reporting and Inspection.** Beginning on the 30th day following the Effective Date and continuing each month through completion of construction, ADS will update Provider in writing on ADS's progress on installing and constructing, as applicable, the Infrastructure identified in Section 1.2(a) (the "**ADS Monthly Report**"). Beginning on the 30th day following the Effective Date and continuing each month through completion of construction, Provider will update ADS in writing on provider's progress on designing, engineering, permitting, installing, and constructing, as applicable, the Infrastructure identified in Sections 1.1(a) and (b) (the "**Provider Monthly Report**"). The Parties may agree to increase or decrease the frequency of reporting as the Projects move forward. The Parties may comment on the respective Monthly Report, inspect progress during construction, and monitor progress during construction.

(c) **Property Rights.** Upon Provider's acceptance of the System or any part thereof, ADS will grant, convey, transfer, and assign or cause the grant, conveyance, transfer, and

assignment to the Provider of easements or other property rights in ADS's or its Affiliate's property necessary for Provider to construct, maintain, operate, and repair the Infrastructure. ADS will reasonably assist Provider in acquiring all offsite property rights and rights-of-way located outside ADS's property line or outside the property line of the property otherwise encompassing the Projects if not owned by ADS to allow the Provider to construct, maintain, operate, and repair the Infrastructure.

(d) **Acceptance Testing.** Within 10 business days after ADS's submission of a request for first acceptance (as described in the DSM), of the Infrastructure, or any portion thereof which is at the time appropriate for acceptance into the System under the DSM, Provider will cause such Infrastructure to be inspected by an engineer selected by Provider and reasonably acceptable to ADS (the "**Third-Party Engineer**") and tested for compliance with the Site Plan, the DSM (as the DSM was in effect at the time of Site Plan approval), and Applicable Law. ADS will provide the County with a non-binding, estimated schedule of acceptance testing, identifying the portions of the Infrastructure anticipated to be ready for inspection and the anticipated time frame, and Provider will exercise reasonable efforts to comply with such schedule. ADS will not bury the Infrastructure or otherwise limit the Provider's or the Third-Party Engineer's access to the Infrastructure in a manner that prevents inspection of the Infrastructure as set forth in the DSM. Acceptance of all or a portion of the Infrastructure into the System is conditioned on Provider's approval that the Infrastructure meets the Site Plan, the DSM (as the DSM was in effect at the time of Site Plan approval), and Applicable Law, provided such approval will not be unreasonably withheld, conditioned, or delayed. Provider will promptly communicate any deficiencies in the Infrastructure discovered in the inspections so as to allow ADS to perform the work necessary to correct the deficiencies and ensure the Infrastructure complies with the Site Plan, the specifications set forth in the DSM, and Applicable Law so that it can be accepted into the System.

(e) **Turnover and Acceptance.** ADS will turn over, assign, and convey the Infrastructure to the Provider as set forth in the DSM.

1.3 Infrastructure Payment Obligations.

(a) **Advance and Reimbursement.** The Parties agree the Estimated ADS Infrastructure Reimbursement Amounts set out in Table 2 of the Cover Sheet are a reasonable estimate of the costs and expenses to be incurred by the Provider related to Provider's obligations under this Agreement. ADS will advance, and, if necessary, reimburse the Provider for reasonable costs and expenses incurred by Provider or its agents to design, engineer, construct, and secure property rights for the Infrastructure in accordance with Article 1 of this Agreement. If ADS disputes any cost or expense incurred or estimated by the Provider claiming that the cost or expense is not reasonable, it will promptly notify the Provider and specifically identify the reasons why it thinks the costs or expenses are not reasonable, and, if ADS provides said notice and reasons, the Parties will attempt in good faith to resolve such dispute through prompt negotiations. However, Provider will not be required to pause its work to await any resolution of said negotiations, and if ADS withholds any payment of the Provider's costs or expenses, Provider will be entitled to the relief set forth in Section 1.1. Any payment by ADS will not waive any right to contest a cost or expense as not reasonable. If the Parties agree that

ADS has paid Provider for unreasonable costs or expenses, then the Parties will reduce a future ADS payment by such amount or will include such amount in the true-up statement described in Section 1.3(b)(iii).

(b) **Schedule.**

(i) **Initial Estimated Quarterly Advance and Reimbursement Schedule.**

Within 60 days of the Effective Date, Provider will deliver to ADS a schedule of estimated quarterly costs and expenses. The schedule will show estimated costs and expenses, broken out by each Provider Service indicated in the Key Terms of the Cover Sheet, through each applicable Design and Engineering Delivery Date and Service Delivery Date.

(ii) **Updated Quarterly Estimates.** Within 60 days prior to the start of each calendar quarter, Provider will provide ADS an estimate of engineering, design, permitting, construction, and property right acquisition costs and expenses for Infrastructure to be incurred during the upcoming calendar quarter. ADS will transfer to Provider funding sufficient to cover the anticipated quarterly costs and expenses within 30 days of the first business day of each calendar quarter.

(iii) **Quarterly Billing.** Within 30 days of the close of each calendar quarter, Provider will provide ADS with invoices or other documentation reasonably acceptable to ADS showing Provider's actual costs and expenses related to the performance of Provider's obligations under this Agreement related to the Infrastructure, including the reasonable costs and expenses of obtaining property rights incurred by Provider or its agents during the preceding quarter and any amount in arrears. ADS and Provider will adjust the next quarterly expense estimate to either provide additional funding to cover Provider's incurred expenses in excess of ADS's payments or reduce ADS's funding to account for unspent funds. Within 60 days of completion of construction of the Infrastructure, Provider will issue to ADS a true-up statement that includes all invoices and relevant documentation of the costs and expenses Provider actually incurred related to the Infrastructure, and states either (i) the amount due from ADS to Provider, or (ii) the refund due from Provider to ADS. Any true-up amounts due by ADS or Provider will be paid within 30 days following presentation of the true-up statement.

1.4 **Second Contractor.** Provider will use best efforts to identify two contractors at time of bid selection, one primary and one secondary, to perform the design and engineering work set forth in Table 1, and such secondary contractor would be available to assume the design and engineering work if so directed by Provider. If Provider reasonably believes it will not be able to deliver its design and engineering obligations set forth in Section 1.1 by the applicable Design and Engineering Delivery Date and if utilizing a secondary contractor will allow Provider to meet the requirements of Section 1.1 by the applicable Design and Engineering Delivery Date, then Provider will utilize best efforts to contract with the identified secondary contractor to perform the design and engineering work. To the extent allowable by Applicable Law, if Provider reasonably believes it will not be able to deliver its construction performance obligations set forth in Section 1.1 by the applicable Service Delivery Date and if utilizing a secondary contractor will allow Provider to meet the requirements of Section 1.1 by the applicable Service Delivery Date, then Provider will utilize best efforts to contract with a secondary contractor to perform the

construction work. If ADS reasonably anticipates that Provider will not be able to meet an applicable Design and Engineering Delivery Date or Service Delivery Date, it may request Provider to utilize a secondary contractor to complete the work and Provider will consider the request and provide ADS with a written explanation of its determination.

1.5 **Latecomer Connection Charge.** Provider will, and hereby does, direct its staff to exercise best efforts, to the extent the legislation is permitted by Applicable Law, to draft legislation and otherwise create a program to present to the Board for consideration amending the Spotsylvania County Code to include provisions authorized in Virginia Code § 15.2 – 2243, or any similar statutory authority, to allow the Provider to administer the recovery from any Latecomer and reimbursement to ADS of costs incurred to design, engineer, and construct Infrastructure related to cooling water supply and discharge. Such cost recovery from Latecomers and payment to ADS would be on a pro-rata basis, determined using the ratio of the Infrastructure's total capacity to a Latecomer's requested usage.

ARTICLE 2 – TERM, EFFECTIVE DATE, TERMINATION

2.1 Term.

(a) **Initial Term.** This Agreement will take effect on the Effective Date and will remain in effect for 20 years (“Initial Term”).

(b) **Renewal Terms.** Upon the expiration of the Initial Term, this Agreement will renew by its own terms for successive 12-month terms (each a “Renewal Term”, and together with the Initial Term, “Term”) unless either ADS or the Provider provides written notice to the other at least 90 days prior to the expiration of the Initial Term or any Renewal Term that it does not intend to renew the Agreement.

2.2 Termination.

(a) **Termination by ADS.** ADS may terminate this Agreement at any time by providing written notice to Provider at least 90 days prior to the date of such termination. If ADS terminates this Agreement pursuant to this Section 2.2, then ADS's sole liability and Provider's exclusive remedy is payment for (i) any outstanding costs incurred by Provider pursuant to Section 1.3 as of the termination date, (ii) any Provider Services provided under this Agreement as of the termination date, and (iii) any remaining construction and payment obligations which are provided for under Section 2.2(c).

(b) **Termination from Closure.** Provider may terminate this Agreement upon 90 days' prior written notice only if (i) the Projects permanently cease their data center operations for more than 12 consecutive months and at least 3 years has passed from the Effective Date and (ii) Provider has paid ADS all amounts due and owing under this Agreement.

(c) **Work in Progress; ADS Parent Guaranty.** If ADS terminates this Agreement, or if ADS defaults and the Provider elects to terminate this Agreement as set forth in Article 7, then ADS will remain obligated to pay, consistent with Section 1.3, for the entire completion of the MWWTP Improvements if construction has begun and for the entire completion of the Cosner Tech Phase 2 Potable Improvements if construction has begun, and for

completion of the portion of any other Infrastructure then currently being constructed. By way of example, should the Infrastructure (other than the MWWTP Improvements and Cosner Tech Phase 2 Potable Improvements which must be completed in their entirety at ADS's cost) then being constructed be designed to be constructed in 10 phases and should ADS have completed 3 phases that have been accepted by Provider into the System and at the time of termination phase 4 is being constructed, then ADS will be responsible for the costs to complete phase 4 so that phase 4 can be accepted into the System, provided that ADS would not be required to pay for or complete phases 5 through 10. ADS will have no obligation to pay for or complete any Infrastructure for which construction had not begun. To guaranty ADS's payment for the completion of the MWWTP Improvements and the Cosner Tech Phase 2 Potable Improvements and the completion of the remaining Infrastructure being constructed by ADS for the portion of the Infrastructure then currently underway at the time of termination if not completed by ADS, within 120 calendar days after the Effective Date, ADS will execute and deliver to Provider a parent guaranty issued by Amazon.com, Inc., in favor of Provider, with a cap of \$116,000,000 and in the form attached as Exhibit 5 ("**ADS Security**"). Provider may exercise its rights under the ADS Security to recover unpaid costs due from ADS's obligations under this Section 2.2(c). ADS may cancel the ADS Security upon ADS's turnover and Provider's acceptance of the Infrastructure required to be completed under this Section 2.2(c).

(d) If ADS terminates this Agreement under this Section 2.2, it will immediately, upon written demand by the Provider, grant or release or cause the grant or release to the Provider, all real property rights and personal property rights owned or controlled by ADS or its Affiliates necessary for Provider to complete the remaining Infrastructure then being constructed by ADS.

ARTICLE 3 – RATES AND PAYMENTS

3.1 Provision of and Payment for Provider Services. ADS will apply for the Provider Services using Provider's generally applicable form. No later than 10 business days after Provider's receipt of ADS's completed application, as deemed complete by Provider, for a Provider Service and completion and acceptance of all necessary Infrastructure, the Provider will approve ADS's application and will provide the Provider Services in accordance with the Service Specifications set forth in Table 1. ADS will pay for the Provider Services in accordance with the rates contained in Table 3.

3.2 Level 1 Reclaimed Water and Discharge Provider Services. If Provider establishes rates for Level 1 Reclaimed Water Provider Service and for Discharge Provider Service, the rates will be consistent with Applicable Law, commensurate with the cost of providing the Level 1 Reclaimed Water Provider Service and Discharge Provider Service, and will be established following the procedure and standards established by Virginia Code § 15.2-2119. If Provider establishes rates for Level 1 Reclaimed Water Provider Service, the Provider will, and hereby does, direct its staff to exercise best efforts, to the extent the legislation is permitted by Applicable Law, to draft legislation to allow the Provider to consider setting rates which will not require ADS to pay an availability fee for Level 1 Reclaimed Water Provider Service.

Refer Table 1A for full details. ADS will temporarily use municipal water (managed by local governments or public utilities) until the county's first reclaimed water plant, fully funded by ADS, becomes operational in 2028. Actual annual consumption for the 7-building campus will be 10.4 MGY (1.5 MGY per data center)

3.3 **Interim Cooling and Emergency Cooling.** Provider will make available to ADS 434 gpm of interim cooling water to Cosner Tech for Phase 1 and 694 gpm of emergency cooling water for Phase 2, as shown in Table 1A, only after the following conditions have been satisfied: (i) the Motts Run Water Treatment Plant Expansion is complete (in accordance with the Spotsylvania County Capital Improvement Plan FY2025-2029); (ii) the Leavells Road Waterline is complete (in accordance with the Spotsylvania County Capital Improvement Plan FY2025-2029); and (iii) construction has started on the Reclaimed Water System. Prior to satisfaction of the foregoing conditions, Provider will provide ADS with interim cooling and emergency cooling consistent with the flows shown in Table 1A. ADS may use Potable Water as interim cooling water until Level 1 Reclaimed Water is available for ADS's use as permanent cooling water.

3.4 **Notice of Available or Use Change.** Provider will provide notice to ADS at least 10 business days in advance, or as soon as reasonably possible in the case of a Force Majeure Event, if Provider Services will be interrupted for maintenance, repairs, or other purposes. If Provider does not provide substitute Provider Services, ADS may provide its own substitute Provider Services, and Provider will cooperate to provide access to Infrastructure as needed for ADS to utilize such substitute Provider Services. ADS will provide Provider with at least 10 business days prior written notice if it plans to substantially reduces its usage of Provider Services, and will provide such notice promptly after the discovery of an unplanned and substantial reduction of its usage.

3.5 **Measurement of Water Quantity.** Upon installation of the meters by ADS, Provider will own, operate, and maintain one or more meters that meet all applicable accuracy, precision, and calibration standards established by Good Utility Practice and Applicable Law. Provider will read each meter on a monthly basis to determine the amount of each Provider Service delivered to each Project and will bill ADS on a monthly basis based on its usage and consistent with Applicable Law. When Provider provides regulatory reporting on water quality measurements for water provided to ADS, it will provide such reports to ADS. ADS may request additional sampling events and the addition of sampling parameters beyond what is required for regulatory compliance, and Provider will reasonably grant such requests, provided that ADS will be responsible for all reasonable costs associated with these requests.

ARTICLE 4 – FORCE MAJEURE EVENT & CHANGE IN LAW

4.1 **Definition.** A Party will not be responsible to the other party for any delay or failure to perform to the extent that the delay or failure to perform is caused by an event or circumstance that (a) is beyond the reasonable control of such Party, (b) was not foreseeable at the time of execution of this Agreement, or if foreseeable, could not have been avoided or overcome by such Party through the exercise of commercially reasonable diligence, and (c) prevents, hinders or delays such Party in its performance of any (or any part) of its obligations under this Agreement (each, a “**Force Majeure Event**”). Subject to the requirements of the prior sentence, Force Majeure Events may include acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds, lightning, ice storms or other weather event or physical natural disaster of a strength or duration that is not normally encountered in the area of the Projects; fire; sabotage; vandalism; terrorism; war; cyber-attacks;

invasion; hostilities; rebellion; revolution; requisition; expropriation or compulsory acquisition by any governmental or competent authority; riots; explosion; blockades; insurrection; epidemics; employment strike against a third-party; slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); or interruptions to transportation.

Under no circumstances will the following events constitute a Force Majeure Event: (i) any acts or omissions of any third party under the control or direction of a Party, including, without limitation, any vendor, customer, or supplier of the Party claiming Force Majeure Event, unless such acts or omissions themselves result from underlying Force Majeure Events; (ii) changes in economic or market conditions that affect the costs or benefits of a Party's performance or ADS's availability of funds to make payments due.

4.2 Notice and Mitigation. The Party affected by a Force Majeure Event will promptly notify the other Party in writing of such event, giving details of the Force Majeure Event, its anticipated effect on the affected Party's performance under this Agreement, and the steps that the affected Party is taking to remedy the delay. Upon the occurrence of a Force Majeure Event, the affected Party will, as promptly as practicable, use all reasonable efforts to eliminate the cause of such Force Majeure Event, reduce costs, and resume performance under this Agreement. Upon cessation of a Force Majeure Event, the affected Party will provide prompt written notice to the other Party.

4.3 Change in Law. If changes to an Applicable Law materially impact the enforceability or operation of this Agreement, the Parties will negotiate in good faith to amend this Agreement to preserve the benefits of this Agreement to each Party; provided that this Agreement will be enforced and implemented to the fullest extent permitted by Applicable Law, even if no such amendment is agreed to by the Parties.

ARTICLE 5 – LICENSING, INSURANCE. INDEMNIFICATION, RELEASE

5.1 Business License. ADS will obtain and maintain all business licenses and permits related to its business operations required by Applicable Law.

5.2 Insurance Coverage. ADS will maintain or cause its contractors to maintain the following insurance coverage, naming Provider as additional insured, until ADS's turnover and Provider's acceptance of the Infrastructure. ADS will provide the Provider with certificates of insurance for said coverage upon execution of this Agreement. All policies of insurance will be written by insurance companies licensed to conduct the business of insurance in Virginia and will carry the provision that the insurance will not be cancelled or materially modified by ADS without thirty (30) days prior written notice to the Provider:

(a) General Liability – in an amount not less than \$5,000,000 for any occurrence involving bodily injury, and not less than \$5,000,000 for any occurrence involving property damage. Coverage should be provided on a per Project/per location basis.

(b) Automobile Liability Policy – in an amount not less than \$2,000,000 combined single limit bodily injury and property damage. This coverage will include liability for use of hired and non-owned vehicles; and

(c) Workers' Compensation – in compliance with all states in which ADS does business, including Coverage B Employer's Liability in not less than the following amounts:

Bodily Injury by accident \$100,000 for each accident;

Bodily Injury by disease, \$500,000 policy limit; and

Bodily Injury by disease, \$100,000 for each employee.

(d) Professional Liability Insurance in an amount not less than \$5,000,000 per occurrence and \$15,000,000 in the aggregate. The amount of coverage may increase according to the project value.

5.3 Indemnification by ADS. ADS will indemnify, defend, and hold harmless the Provider Indemnified Parties from and against all third party claims, demands, injuries (including personal injury, death, and property damage) and legal proceedings and all resulting Damages to the extent arising from: (1) the negligence, gross negligence, or willful conduct of ADS or any of its Affiliates, officers, employees, agents, representatives, or contractors in connection with performance of ADS's obligations under this Agreement; (2) any violation of Applicable Law by ADS or any of ADS's Affiliates, officers, employees, agents, representatives, or contractors that occurs in the performance of ADS's obligations under this Agreement; (3) the failure by ADS to fulfill any of its obligations under this Agreement; **except that** the Provider Indemnified Parties will not be indemnified hereunder to the extent any Damages are solely attributable to the gross negligence or willful misconduct of any Provider Indemnified Party or the unexcused breach by Provider of any of its obligations under this Agreement.

5.4 Release by Provider. Provider hereby releases ADS and any of its Affiliates, officers, employees, agents, representatives, or contractors from any and all claims for Damages to the extent arising from (1) the negligence, gross negligence, or willful conduct of Provider or any of its officers, employees, agents, representatives, or contractors in connection with performance of Provider's obligations under this Agreement; (2) any violation of Applicable Law by Provider or any of Provider's officers, employees, agents, representatives, or contractors that occurs in the performance of Provider's obligations under this Agreement; (3) the failure by Provider to fulfill any of its obligations under this Agreement; and (4) the acts or omissions of any third party that is not under the control of ADS (for the avoidance of doubt, ADS's Affiliates, contractors, subcontractors, employees, and agents are considered to be under the control of ADS); **except that** nothing in this Section 5.4 will release ADS, its Affiliates, officers, employees, agents, representatives, and contractors from any claims for Damages to the extent they are solely attributable to the negligence, gross negligence, or willful misconduct of ADS its Affiliates, officers, employees, agents, representatives, or contractors or the unexcused breach by ADS of any of its obligations under this Agreement.

ARTICLE 6 – WARRANTIES AND COVENANTS

6.1 Supply Chain Standards. To the extent applicable to Provider's activities in connection with the Agreement, Provider will make its contractors aware of the Supply Chain Standards.

6.2 Confidentiality and Proprietary Information. Any nonpublic information made available by ADS to the Provider and any information made available by the Provider to ADS or otherwise created by ADS or the Provider that should reasonably be considered to be confidential (the “**Confidential Information**”) will be maintained as confidential to the maximum extent permitted by Applicable Law subject to the provisions of the Virginia Public Records Act (“**VPRA**”) and the Virginia Freedom of Information Act (“**FOIA**”). For the avoidance of doubt, information about ADS’s water usage, sewer usage, or basis of design is considered Confidential Information.

The Provider will provide information internally only to those individuals who need the information to facilitate the performance of this Agreement, and will direct any such person to:

- (a) use reasonable safeguards to maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by the ADS in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties’ performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

The Provider will:

- (a) maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by ADS in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties’ performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

ADS will direct any other party receiving Confidential Information from Provider to:

- (a) use reasonable safeguards to maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by the ADS in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties’ performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

ADS will:

- (a) maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by Provider in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties' performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

Each Party will promptly notify the other in the event of a security breach that could have impacted any electronic or tangible records relating to this Agreement.

The Parties acknowledge that Confidential Information maintained by or in the custody of the Provider is subject to the provisions of the VPRA and FOIA and thus is subject to the records retention and public disclosure requirements set forth in those statutes. The Provider, will, within two (2) business days (and in any event before any actual disclosure), notify ADS, in writing, of any disclosure requests for Confidential Information, including under such statutes or other similar statutes. Such written notice will be given even if the disclosure requests do not comply with Applicable Law or are exempt from disclosure under FOIA.

ADS will keep confidential all photographs, digital imagery, reports, information, or data given to ADS by the Provider or its Third-Party Engineer as well as any photographs, digital imagery, reports, drawings, studies, analysis, data tables, or calculations prepared by ADS under this Agreement. No release of any such data by ADS will be made to any individual or organization without the prior written approval of the Provider, which approval the Provider will be under no obligation to grant. ADS further agrees that it will fully obtain all rights and releases to photographs, digital imagery, reports, information, or data utilized in ADS's final report, drawings, and/or digital photo library before submission of the report and library to the Provider.

6.3 Public Announcements. The Parties will not issue, or allow a third party or Affiliate to issue, any public announcement, press release or public statement, or conduct press tours, regarding this Agreement without the other Party's prior written consent, not to be unreasonably withheld.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 Events of Default. Any of the following actions or inactions by a Party will constitute an “**Event of Default**” if such Party (the “**Defaulting Party**”):

(a) **Breach of Obligations.** Fails to perform any material obligations or covenants under this Agreement, which failure continues for 30 days after written notice from the other Party (“**Non-Defaulting Party**”).

(b) **Insolvency.** (i) Becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they becomes due; (ii) makes a general

assignment, arrangement, or composition with or for the benefit of its creditors; (iii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, which proceeding is not dismissed, stayed, or vacated within 30 days thereafter; (iv) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (v) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for it or for all or substantially all of its assets; (vi) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets; (vii) causes or is subject to any event with respect to which, under the Applicable Law of any jurisdiction, has an analogous effect to any of this events specified in clauses (i) to (vi) inclusive; or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

7.2 Remedies for Event of Default. Upon the occurrence of an Event of Default and notice to the Defaulting Party, the Non-Defaulting Party may avail itself of any or all of the following remedies:

- (a) Suspend performance of its obligations under this Agreement;
- (b) Receive, if so ordered by a court of competent jurisdiction, from the Defaulting Party direct Damages incurred by the Non-Defaulting Party in connection with such Event of Default;
- (c) Terminate this Agreement upon 30 days' written notice; provided, that if in the Event of Default cannot be cured within 30 days of the notice of intent to terminate, but the Defaulting Party is working diligently to cure such Event of Default, then the 30-day cure period will be extended day-for-day up to a total of 90 days so long as (i) the Event of Default remains reasonably susceptible to cure and (ii) the Defaulting Party provides periodic (not less than weekly) updates regarding its efforts and progress.

7.3 Limitation of Damages. Damages payable under this Agreement will be limited to direct Damages. Neither Party will be liable for indirect, special, consequential, incidental, exemplary, or punitive Damages including, without limitation, lost profits, lost production, or lost revenues, arising out of this Agreement, except to the extent resulting from a Party's indemnification obligations under this Agreement. ADS's indemnity and insurance requirements and the Provider's rights under those requirements set out in Sections 5.2, and 5.3 will not be limited by this Section 7.3.

7.4 No Waiver. A Party's failure at any time or times to require strict performance by the other Party of any provision of this Agreement will not waive, affect, or diminish any right of such Party thereafter to demand strict compliance and performance herewith or therewith. Any suspension or waiver of an Event of Default will not suspend, waive, or affect any other Event of Default whether the same is prior or subsequent thereto and whether the same or of a different type. No waiver is effective unless signed in a non-electronic form by the waiving Party.

ARTICLE 8 – MISCELLANEOUS

8.1 **Notices.** Each Party consents to electronic signatures. All notices under this Agreement must be written, and in English, and notice will be deemed effective when received. All notices will be sent in accordance with the Cover Sheet. Either Party may from time to time change its notice address by giving the other Party notice of the change in accordance with this Section 8.1.

8.2 **Severability.** If any court of competent jurisdiction or applicable Governmental Authority finds any part of this Agreement invalid or unenforceable, then that part is deemed modified to the extent necessary to render it valid and enforceable. If it cannot be so saved, it will be severed, and the remaining parts will remain in full force and effect.

8.3 **Assignment.** Except as provided in this Section 8.3, neither Party may assign this Agreement without the other Party's prior written consent, which will not be unreasonably withheld. ADS may assign this Agreement to an Affiliate of ADS without Provider's consent.

8.4 **Non-Waiver.** A waiver of one breach under this Agreement is not a waiver of any other breach. No waiver is effective unless signed in a non-electronic form by the waiving Party.

8.5 **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, excluding its conflicts of law provisions. Disputes under or related to this Agreement and the ADS Security will be resolved in the Spotsylvania County Circuit Court or the U.S. District Court for the Eastern District of Virginia, Richmond Division, as applicable. The Parties agree to this venue and jurisdiction and waive all defenses of lack of personal jurisdiction and inconvenient forum.

8.6 **Waiver of Jury Trial.** Each Party waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect of any dispute arising out of or relating to this Agreement.

8.7 **Survival.** Section , 2.2, Section 5.3, Section 5.4, Article 6, Section 7.2(b), Section 7.3, and Article 8, and Article 9 will survive the expiration or termination of this Agreement. Section 1.5 will survive the termination of this Agreement upon the Provider's acceptance of any Infrastructure into its System. All Sections referenced above will include all subsections thereof and all articles referenced above will include all sections and subsections thereof.

8.8 **No-Third Party Beneficiaries.** Nothing in this Agreement will provide any benefit to any third-party or entitle any third-party to any claim, cause of action, remedy, or right of any kind.

8.9 **Relationship of Parties.** The Parties are independent contractors, and nothing in this Agreement creates an employer-employee relationship, a partnership, joint venture, or other relationship between the Parties. Neither Party has authority to assume or create obligations of any kind on the other's behalf.

8.10 **Entire Agreement; Counterparts.** This Agreement, together with all incorporated exhibits and schedules, constitute the complete and final agreement of the Parties pertaining to the terms in this Agreement and supersede the Parties' prior related agreements,

understandings, and discussions. This Agreement will not supersede the Economic Development Local Performance Agreement or the Proffers. Each Party will accept electronic signatures for the execution of this Agreement and execution may be conducted in counterparts, each of which (including signature pages) is an original, but all of which together is one and the same instrument.

8.11 Subject to Applicable Law. This Agreement and the actions of the Parties are subject to Applicable Law.

8.12 Subject-to-Appropriations; No Pledge of Credit. Nothing herein will be interpreted or operate as a pledge of the full faith and credit of the Provider, or will bind the Provider to appropriate funds for expenditures related to this Agreement. All payments and other performances by the Provider under this Agreement are subject to and conditioned upon appropriations by the Board. The Provider cannot expend funds unless appropriated by the Board, and one Board cannot obligate a future Board. It is understood and agreed among the Parties that the Provider will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. Under no circumstances will the Provider's total liability under this Agreement exceed the total amount of funds appropriated by the Board for the payments hereunder for the performance of this Agreement. Therefore, notwithstanding any provision of this Agreement to the contrary, if the Board fails to appropriate funds for the continuance of this Agreement, all obligations hereunder will be automatically suspended upon depletion to the then currently appropriated or allocated funds until a subsequent Board appropriates additional funds or this Agreement is terminated. The Parties hereby agree that a subsequent Board will not be obligated in any way to appropriate funds hereunder. All funding provided by ADS to the Provider shall be returned to the Provider if not appropriated by the Board for the purposes of this Agreement.

8.13 Nonwaiver, and Superseding Effect, of the Proffers and the Rights and Liabilities Thereunder. Notwithstanding anything in this Agreement to the contrary, this Agreement will not in any way limit or waive the Proffers or the Parties' rights, liabilities, and duties in the Proffers. If there is a conflict between this Agreement and the Proffers, terms of the Proffers will govern and control.

8.14 Sovereign Immunity, Nonwaiver. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement constitutes a waiver of sovereign immunity or any other immunity rights that exist or may now or may exist in the future for the Provider or its respective officers and employees under Applicable Law.

ARTICLE 9 – DEFINITIONS AND INTERPRETATION

9.1 Interpretation. The Parties have fully negotiated this Agreement, and it will be interpreted according to the plain meaning of its terms without any presumption that it should be construed either for or against either Party. Words, phrases or expressions not otherwise defined in this Agreement that (i) have a generally accepted meaning in Good Utility Practice will have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Good Utility Practice but that have well known and generally accepted technical or

trade meanings, will have such recognized meanings. The symbol “\$” refers to United States Dollar.

9.2 **Definitions.** As used in this Agreement, the following terms will have the meanings set forth below:

- (a) “**ADS Security**” is defined in Section 2.2(c).
- (b) “**Affiliate**” means, with respect to any person, each person that directly or indirectly controls, is controlled by, or is under common control with such designated person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any person, will mean (a) the direct or indirect right to cast at least 50% of the votes exercisable at an annual general meeting (or its equivalent) of such person or, if there are no such rights, ownership of at least 50% of the equity or other ownership interest in such person, or (b) the right to direct the policies or operations of such person.
- (c) “**Applicable Law**” means all laws, statutes, rules, regulations, ordinances, codes, judgments, orders, approvals, tariffs, decrees, proffers, and other pronouncements (all as may be amended or recodified from time to time) having the effect of law of any Governmental Authority including, but not limited to, those referenced in Table 3.
- (d) “**Board**” means the Spotsylvania County Board of Supervisors.
- (e) “**Damages**” means any liability, judgement, fine, penalty, settlement, expense and cost (including reasonable attorney’s fees).
- (f) “**Design Specifications**” means the utility infrastructure designs as described in Exhibits 1 through 4.
- (g) “**Design Standards Manual**” or “**DSM**” means the regulatory manual adopted by the Board that establishes the generally applicable standards and conditions related to the construction of water, sewer, and reclaimed water utility infrastructure and its connection to the System.
- (h) “**Good Utility Practice**” means any of the practices, methods, and acts engaged in or approved by a significant portion of the water utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the industry.
- (i) “**Governmental Authority**” means any national, state, provincial, local, tribal or municipal government, any political subdivision thereof or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality,

authority, body, agency, department, bureau, or entity with authority to bind a Party in law.

- (j) **“Infrastructure”** means any and all of the facilities that will provide each Provider Services to the Projects, as set forth in the Design Specifications and the Key Terms.
- (k) **“Latecomer”** means any person who in the future receives reclaimed water services through the Reclaimed Water System constructed pursuant to this Agreement within 10 years of the date of the completion of that Infrastructure.
- (l) **“LLE”** means long lead equipment.
- (m) **“MWWTP”** means the Massaponax Waste Water Treatment Plant.
- (n) **“Potable Water System”** means a potable water supply system owned and operated by Provider to provide potable water to residents and businesses that are customers of Provider.
- (o) **“Proffers”** means, collectively, the proffers approved by the Spotsylvania County Board of Supervisors on October 10, 2023 as a condition of rezoning: Spotsylvania Tax Map Numbers 51-A-20, 50-A-79A, 50-15-1, and 50-A-77 (portion), consisting collectively of approximately 313.77 acres, located on Flippo Drive in Spotsylvania County, Virginia (Carter’s Store Tech); Spotsylvania County Tax Map Parcel Numbers 36-A-43K, 50-A-113, 50-A-114, 50-A-126, 50-A-112, 36-A-46, 36-A-43P, 36-A-51C, 50-A-132E, and 50-A-131A, consisting collectively of approximately 329.39 acres, being located in Spotsylvania County, Virginia, (Cosner Tech); Spotsylvania County Tax Map Parcel 51-A-33, consisting collectively of approximately 231.66 acres, located on Summit Crossing Road in Spotsylvania County, Virginia (Summit Crossing Tech).
- (p) **“Projects”** means the development of data centers and related infrastructure at the Cosner Tech, Carter’s Store Tech, and Summit Crossing Tech locations as identified in Exhibit 6.
- (q) **“Provider Indemnified Party”** means Provider and its respective officers, employees, agents, representatives, successors, and assigns.
- (r) **“Provider Services”** means the water services meeting the Service Specifications set forth in Table 1 of the Cover Sheet.
- (s) **“Reclaimed Water System”** means that water system owned and operated by Provider to supply Level 1 reclaimed water for cooling purposes to industrial users of Provider.
- (t) **“Sewer System”** means a sewer system owned and operated by Provider that received and treats wastewater from customers of the Provider.
- (u) **“Site Plan”** means a site plan approved by the Spotsylvania County Planning Office, or any successor office or agency related to the Projects.
- (v) **“System”** or **“Systems”** means, collectively, the Potable Water System, the Sewer System, and the Reclaimed Water System collectively as applicable.

(w) **“Supply Chain Standards”** means the supply chain standards available at: <https://sustainability.aboutamazon.com/people/supply-chain>, as amended from time to time.

(x) **“Table 1”** is defined in Section 1.1(a)(i).

Agreed to by the Parties as of the Effective Date:

Amazon Data Services, Inc.

Signed by:
By: Josh Weissman
B8784E59B2CD47C...

Name: Josh Weissman

Title: Authorized Signatory

Date Signed: September 12, 2024

SPOTSYLVANIA COUNTY

By: *Ed Petronitch*

Name: Ed Petronitch

Title: County Administrator

Date Signed: August 26, 2024

Approved as to form:

By: *Karl R. Holsten*

Name: Karl R. Holsten

Title: County Attorney

Exhibit 1
Interim and Emergency Cooling Water;
Potable Water
Design Specifications

COSNER TECH SITE

Interim and emergency cooling water and domestic potable water will be provided by the following infrastructure improvements:

- Massaponax Church Road Waterline Phase 1A and Phase 1B Potable Improvements: An approximately 5,200-foot water main extension from the existing 8” and 6” water mains located near 4100 Massaponax Church Road to the Cosner Tech site entrance (Phase 1A). An approximately 4,300-foot water main extension from approximately 3510 Massaponax Church Road south along Massaponax Church Road to the Cosner Tech site entrance (Phase 1B).
- Massaponax Church Road Waterline Phase 2 Additional Potable Improvements: In addition to the Phase 1A and 1B Potable Improvements, additional watermain extension improvements will be required to provide long-term resilient potable water and fire flow service to all three Projects. These Phase 2 Additional Potable Improvements will include an approximately 12,000-foot-long watermain extension from 4100 Massaponax Church Road along Massaponax Church Road to Route 1 along an alignment to be established by the Provider.
- If the Provider determines that domestic and emergency potable water storage and a booster pump station are required, then the booster pump station will include the following:
 - Potable water storage and booster pumping station on the Cosner Tech campus, outside of the secured area. The storage and booster pumping station must be designed with the ability to serve future campuses at Carter’s Store Tech and Summit Crossing Tech.
 - The size of the potable water storage and booster pumping station will be determined by the Provider during the preliminary engineering phase.
 - The booster pumping station will be designed to (i) pump potable water to onsite storage tanks at the Carter’s Store Tech site and (ii) pump potable water to onsite storage tanks at the Summit Crossing Tech site.
 - The booster pump station will be designed to provide the flow rates set forth in Table 1.

CARTER'S STORE TECH SITE

Interim cooling water service is not required for the Carter's Store Tech site. Improvements required to provide permanent cooling water service will be completed ahead of occupancy of the first building on the site. Emergency cooling water and domestic potable water will be provided via extension of potable water infrastructure from Massaponax Church Road Waterline to the Carter's Store Tech campus, and any required related infrastructure, such as a pump station. The Provider will determine the design during the preliminary engineering phase.

SUMMIT CROSSING TECH SITE

Interim cooling water service is not required for the Summit Crossing Tech site. Improvements required to provide permanent cooling water service and domestic potable water will be completed ahead of occupancy of the first building on the site. Emergency cooling water will be provided via extension of potable water infrastructure from the entrance of the Carter's Store Tech campus to the Summit Crossing Tech campus and any required related infrastructure. The Provider will determine the design during the preliminary engineering phase.

Exhibit 2
Permanent Cooling Water
Design Specifications

COSNER TECH SITE

Treated effluent (reclaimed water) from MWWTP will be conveyed to the Cosner Tech site to provide Level 1 reuse permanent cooling water service. ADS's direct evaporative cooling (DEC) system will be designed to use reclaimed water supplied by Provider and discharge noncontact cooling water to the sanitary sewer system. The permanent cooling water infrastructure will be comprised of: (1) MWWTP Improvements, including a reclaimed water pumping station at the MWWTP, (2) a 6-mile-long reclaimed water transmission pipeline to the Cosner Tech site, and (3) a reclaimed water storage and booster pumping station at the Cosner Tech site.

(1) MWWTP Improvements:

- Improvements at MWWTP to achieve Level 1 reuse production. All necessary treatment and storage to accommodate Level 1 reuse production with a capacity minimum of 7 million gallons per day ("MGD").
- Upgrades to treatment and storage at the MWWTP are required to meet permit requirements, including but not limited to effluent limits for bacteria, biological oxygen demand, residual total chlorine minimum, and turbidity. Necessary plant improvements are expected to include improvements to the plant's secondary filtration and disinfection systems and additional storage. The Provider will determine the required improvements during the preliminary engineering phase.
- Reclaimed water pumping station at the MWWTP:
 - A minimum of 7 MGD reclaimed water pumping station at the MWWTP will be designed to convey reclaimed water from the MWWTP to the Cosner Tech site Reclaimed Water Storage and Booster Pumping Station described below via an approximately 6-mile reclaimed water conveyance pipeline described below.
 - The reclaimed water pumping station will be designed with full (N+1) redundancy, including the power feed and backup systems.

(2) Conveyance pipeline

- An approximately 6-mile reclaimed water conveyance pipeline to convey reclaim water between the pumping station at MWWTP and the pumping station at Cosner Tech. The Provider will determine the design during the preliminary engineering phase.

(3) Reclaimed booster pumping station and associated water storage at Cosner Tech site:

- A reclaimed water storage and booster pumping station on the Cosner Tech campus, outside of the secured area. The storage and booster pumping station must be designed with the ability to serve future campuses at Mattameade Tech, Carter's Store Tech and Summit Crossing Tech.
- The Provider will determine the design of the reclaimed water storage and booster pumping station during the preliminary engineering phase.

- The booster pumping station will be designed to (1) pump reclaimed water to the on-site storage tanks at the Cosner Tech Site, (2) pump reclaimed water to the Mattameade Tech site, (3) pump reclaimed water to onsite storage tanks at the Carter's Store Tech site, and (4) pump reclaimed water to onsite storage tanks at the Summit Crossing Tech site. The pumping station will be designed to provide the flow rates set forth in Table 1.

CARTER'S STORE TECH SITE

Reclaimed water will be conveyed from the Cosner Tech booster pumping station to entrance to the Carter's Store Tech site, utilizing a pipeline that is approximately 1 mile long. The Provider will determine the design during the preliminary engineering phase.

SUMMIT CROSSING TECH SITE

Reclaimed water will be conveyed from the Cosner Tech booster pumping station to the entrance to the Summit Crossing Tech site, utilizing the Carter's Store extension and an additional pipeline that is approximately 1.5 miles long. The Provider will determine the design of the following during the preliminary engineering phase:

- An approximately 6-mile-long reclaimed water conveyance pipeline from MWWTP to the Cosner Tech site. An approximately 1-mile-long conveyance pipeline from Cosner Tech booster pumping station to the Carter's Store Tech site entrance. An approximately 1.5-mile-long conveyance pipeline between Carter's Store Tech site entrance and the Summit Crossing Tech Site entrance.
- The Provider will determine pipeline sizes during the preliminary engineering phase.
- The preliminary pipeline route has been identified by the Provider and will be confirmed by the Provider during the preliminary engineering phase.
- Design to provide for surge pressures and allow for surge relief.
- Design to include directional drilling and other approaches as needed for stream and other environmentally sensitive crossings.
- Design to take wetlands permitting versus directional boring into consideration as timelines allow.

Exhibit 3

Permanent Spent Cooling Water Discharge Design Specifications

COSNER TECH SITE

Spent cooling water will be permanently discharged from the Cosner Tech site through a private on-site lift station and forcemain that will discharge into an existing 30-inch public sewer along Massaponax Church Road.

CARTER'S STORE TECH SITE

Spent cooling water will be permanently discharged from the Carter's Store Tech site to closest appropriate sewer main. The Provider will determine the design during the preliminary engineering phase.

SUMMIT CROSSING TECH SITE

Spent cooling water will be permanently discharged from the Summit Crossing Tech site to closest appropriate sewer main. The Provider will determine the design, including the possible inclusion of a booster station, during the preliminary engineering phase.

Exhibit 4
Domestic Sewer Service
Design Specifications

COSNER TECH SITE

Domestic sewer service to Cosner Tech will be provided by an on-site private pump station and forcemain that will discharge to an existing public gravity sewer. General conveyance will align with Infrastructure improvements delivered to provide permanent spent cooling water discharge service as described in Exhibit 3.

CARTER'S STORE TECH SITE

Domestic sewer service to Carter's Store Tech will be permanently discharged from the Carter's Store Tech site to closest appropriate sewer main. The Provider will determine the design during the preliminary engineering phase.

SUMMIT CROSSING TECH SITE

Domestic sewer service to Summit Crossing Tech will be permanently discharged from the Summit Crossing Tech site to closest appropriate sewer main. The Provider will determine the design, including possible booster station, during the preliminary engineering phase.

Exhibit 5
Form of ADS Parent Guaranty

LIMITED PARENT GUARANTY

This Limited Parent Guaranty ("Guaranty"), effective _____, is made by Amazon.com, Inc. ("Amazon.com") to and for the benefit of _____ ("Beneficiary"). Capitalized terms not otherwise defined herein have the meanings specified in the Contract (as defined below).

Recitals

- A. _____, a directly or indirectly wholly owned subsidiary of Amazon.com ("Subsidiary"), and Beneficiary are parties to that certain _____ Agreement (the "Contract") effective _____.
- B. In order to be assured of payment under the Contract, Beneficiary desires that Amazon.com guaranty the performance of certain payment obligations as set forth herein.

Guaranty

In consideration of the foregoing and to induce Beneficiary to enter into the Contract, Amazon.com agrees as follows.

1. Amazon.com unconditionally and absolutely guarantees to Beneficiary Subsidiary's performance when due and owing of all present and future payment obligations not paid in accordance with the terms of the Contract by Subsidiary. Notwithstanding anything to the contrary set forth in this Guaranty, Amazon.com's maximum cumulative liability under this Guaranty shall be \$_____ (the "Guaranty Cap").
2. Under this Guaranty, Amazon.com shall perform (or cause Subsidiary to perform) all payment obligations in accordance with the terms and conditions of the Contract.
3. Amazon.com promises to pay all amounts guaranteed promptly upon receipt of a written notice from Beneficiary which evidences (i) Subsidiary's non-performance of its payment obligations under the Contract, and (ii) Beneficiary's first having demanded payment from Subsidiary in writing, which Subsidiary has not honored. Except to the extent of the demand requirement set forth in this Section 3, Amazon.com waives protest and notice of dishonor or default. This is a guaranty of payment only, and not of collection.
4. This Guaranty is governed as to its validity, construction and performance by the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions.
5. Amazon.com agrees that this Guaranty is a continuing guaranty and shall remain in full force and effect until all payment obligations under the Contract have been performed as set forth in the Contract, subject to Section 1 above.
6. This Guaranty is binding upon and inures to the benefit of Amazon.com and Beneficiary and their respective successors and assigns.

- 7. Amazon.com has all rights and defenses that each Subsidiary may have to any payment obligation, except that the liability of Amazon.com is not affected by (a) any defense based upon an election of remedies by Beneficiary that destroys or otherwise impairs the subrogation rights of Amazon.com or the right of Amazon.com to proceed against any Subsidiary for reimbursement; (b) any duty on the part of Beneficiary to disclose to Amazon.com any facts Beneficiary may know about any Subsidiary, it being agreed that Amazon.com is fully responsible for being and keeping informed of the financial condition of each Subsidiary and of all circumstances bearing on the risk of non-payment of the payment obligations; or (c) any defense arising from the bankruptcy or insolvency of any Subsidiary.
- 8. All notices hereunder will be given in writing, will refer to this Guaranty and will be personally delivered or sent by overnight courier, or registered or certified mail (return receipt requested). Notices to Amazon.com will be delivered at the following addresses:

Mail

Courier

Amazon.com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226
Attn. (insert Amazon business)

Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109
Attn. (insert Amazon business)

With a copy to:

With a copy to:

Amazon.com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226
Attn. General Counsel (insert Business)

Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109
Attn. General Counsel (insert Business)

Amazon.com may from time to time change such address by giving Beneficiary notice of such change in accordance with this Section 8.

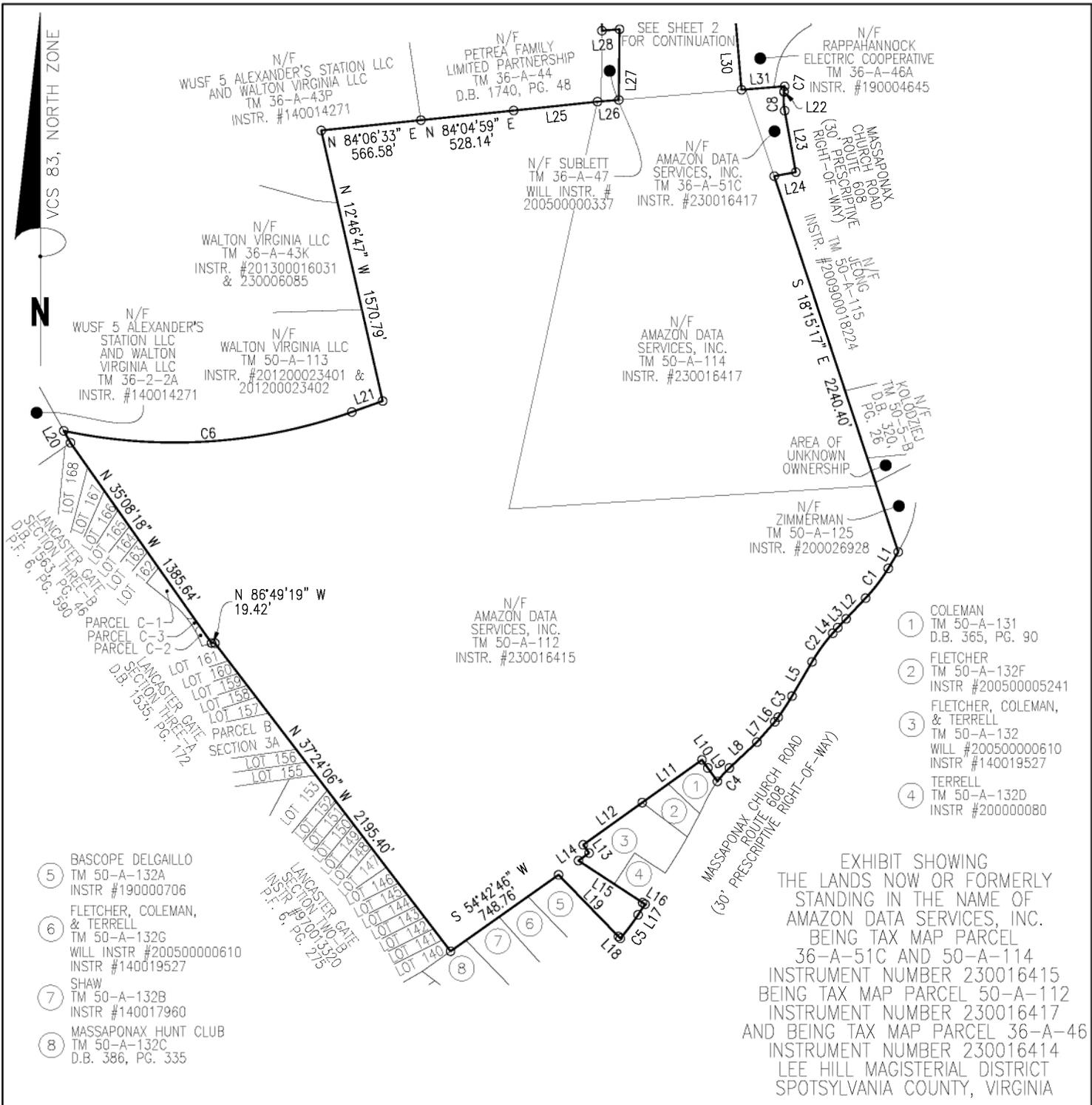
AMAZON.COM, INC.

By: _____
Printed Name: _____
Title: _____
Date Signed: _____



Exhibit 6
Identification of Projects





- ① COLEMAN
TM 50-A-131
D.B. 365, PG. 90
- ② FLETCHER
TM 50-A-132F
INSTR #200500005241
- ③ FLETCHER, COLEMAN,
& TERRELL
TM 50-A-132
WILL #200500000610
INSTR #140019527
- ④ TERRELL
TM 50-A-132D
INSTR #200000080

- ⑤ BASCOPE DELGAILLO
TM 50-A-132A
INSTR #190000706
- ⑥ FLETCHER, COLEMAN,
& TERRELL
TM 50-A-132G
WILL INSTR #200500000610
INSTR #140019527
- ⑦ SHAW
TM 50-A-132B
INSTR #140017960
- ⑧ MASSAPONAX HUNT CLUB
TM 50-A-132C
D.B. 386, PG. 335

EXHIBIT SHOWING
THE LANDS NOW OR FORMERLY
STANDING IN THE NAME OF
AMAZON DATA SERVICES, INC.
BEING TAX MAP PARCEL
36-A-51C AND 50-A-114
INSTRUMENT NUMBER 230016415
BEING TAX MAP PARCEL 50-A-112
INSTRUMENT NUMBER 230016417
AND BEING TAX MAP PARCEL 36-A-46
INSTRUMENT NUMBER 230016414
LEE HILL MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

SHEET 1 OF 2 CONTAINING ~ 329.378 ACRES

DWG: P:\8186 - ALEXANDER'S CROSSING\8186-01-007 (SUR) - PLAT\SURVEY\PLATS\EXHIBITS\100475-A-MP-006 Cosners.dwg DATE: 7/15/24



REVISION	

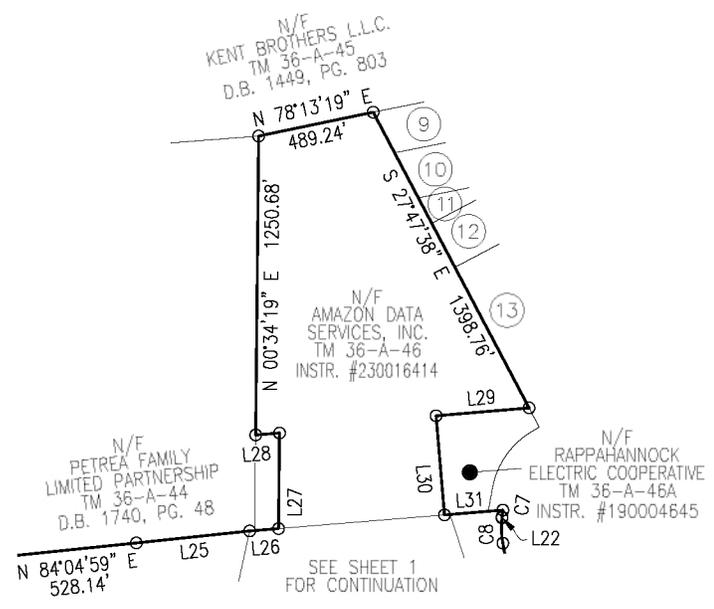
Cosner Tech

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1300 Central Park Blvd. Fax: (540) 371-3479
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PROPERTY DESCRIPTION

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SCALE: 1" = 800'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 31°20'28" W	109.13'
L2	S 43°16'09" W	160.82'
L3	S 43°34'38" W	68.35'
L4	S 41°25'46" W	42.75'
L5	S 30°19'56" W	225.00'
L6	S 36°04'15" W	31.93'
L7	S 41°21'38" W	153.59'
L8	S 46°48'16" W	214.15'
L9	N 35°36'26" W	93.33'
L10	N 35°36'23" W	56.93'
L11	S 54°23'37" W	415.85'
L12	S 54°23'36" W	410.44'
L13	S 35°36'17" E	56.93'
L14	S 54°23'31" W	74.30'
L15	S 56°49'03" E	434.14'
L16	S 56°49'12" E	16.34'
L17	S 33°11'48" W	72.25'
L18	N 44°09'30" W	14.84'
L19	N 44°09'47" W	486.58'
L20	N 29°08'43" W	77.81'
L21	N 70°26'23" E	185.10'
L22	S 05°59'14" W	3.41'
L23	S 10°13'25" E	353.76'
L24	S 79°39'03" W	123.89'
L25	N 83°57'22" E	476.90'
L26	N 85°17'26" E	121.13'
L27	N 00°34'37" E	399.88'
L28	S 85°21'53" W	99.97'
L29	S 85°08'54" W	390.38'
L30	S 04°50'46" E	416.16'
L31	N 85°17'26" E	245.12'

- 9 DOUGLAS O. WALL & REGINA L. WALL
TM 36-3-A
D.B. 622, PG. 269
- 10 DOUGLAS O. WALL & REGINA L. WALL
TM 36-3-C
D.B. 622, PG. 269
- 11 DOUGLAS O. WALL & REGINA L. WALL
TM 36-3-G
D.B. 622, PG. 269
- 12 LEON BULLOCK SR.
TM 36-3-F
INSTR #200600003200
- 13 HDS REAL ESTATE INVESTMENTS LLC
TM 36-3-E
INSTR #230005308

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	1018.00'	211.94'	S 37°18'20" W	211.56'	11°55'43"	106.35'
C2	1032.62'	200.00'	S 35°52'51" W	199.69'	11°05'50"	100.31'
C3	1427.00'	142.93'	S 33°12'06" W	142.87'	5°44'20"	71.52'
C4	568.65'	101.31'	S 41°42'03" W	101.17'	10°12'26"	50.79'
C5	1240.94'	166.99'	S 37°02'49" W	166.86'	7°42'37"	83.62'
C6	2996.09'	1654.03'	N 86°15'18" E	1633.11'	31°37'51"	848.68'
C7	833.59'	29.35'	S 06°59'45" W	29.34'	2°01'01"	14.67'
C8	375.44'	106.22'	S 02°07'05" E	105.87'	16°12'37"	53.47'

EXHIBIT SHOWING
THE LANDS NOW OR FORMERLY
STANDING IN THE NAME OF
AMAZON DATA SERVICES, INC.
BEING TAX MAP PARCEL
36-A-51C AND 50-A-114
INSTRUMENT NUMBER 230016415
BEING TAX MAP PARCEL 50-A-112
INSTRUMENT NUMBER 230016417
AND BEING TAX MAP PARCEL 36-A-46
INSTRUMENT NUMBER 230016414
LEE HILL MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

SHEET 2 OF 2

CONTAINING ~ 329.378 ACRES

DWG: P:\8186 - ALEXANDER'S CROSSING\8186-01-007 (SUR) - PLAT\SURVEY\PLATS\EXHIBITS\100475-A-MP-006 Cosners.dwg DATE: 7/15/24



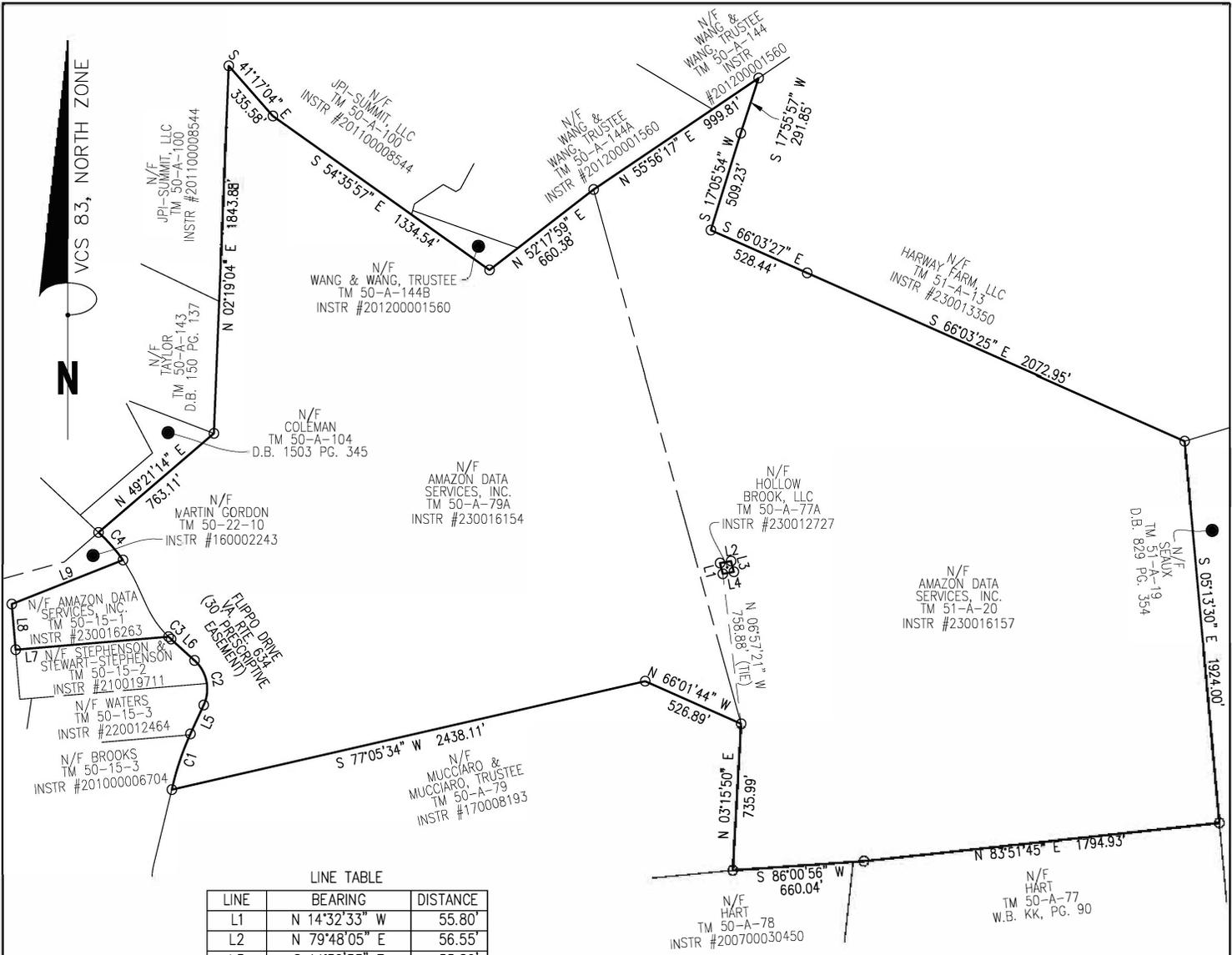
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LINE TABLE

LINE	BEARING	DISTANCE
L1	N 14°32'33" W	55.80'
L2	N 79°48'05" E	56.55'
L3	S 14°32'33" E	55.80'
L4	S 79°48'05" W	56.55'
L5	N 24°40'31" E	159.50'
L6	N 47°46'06" W	159.50'
L7	S 85°09'22" W	770.22'
L8	N 04°50'38" W	229.85'
L9	N 68°22'02" E	600.22'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	1373.72'	295.48'	N 18°30'48" E	294.91'	121°9'26"	148.31'
C2	193.42'	244.56'	N 11°32'47" W	228.59'	72°26'41"	141.68'
C3	516.17'	17.28'	N 46°48'33" W	17.28'	1°55'06"	8.64'
C4	798.97'	185.50'	N 41°25'29" W	185.08'	13°18'09"	93.17'

EXHIBIT SHOWING THE LANDS NOW OR FORMERLY STANDING IN THE NAME OF AMAZON DATA SERVICES, INC. BEING TAX MAP PARCEL 51-A-20 INSTRUMENT NUMBER 230016157 TAX MAP PARCEL 50-A-79A INSTRUMENT NUMBER 230016154 AND TAX MAP PARCEL 50-15-1 INSTRUMENT NUMBER 230016263 LEE HILL MAGISTERIAL DISTRICT SPOTSYLVANIA COUNTY, VIRGINIA

CONTAINING ~ 315.167 ACRES

DWG: P:\8186 - ALEXANDER'S CROSSING\8186-01-007 (SUR) - PLAT\SURVEY\PLATS\EXHIBITS\100475-A-MP-004 Carters.dwg DATE: 7/15/24



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Carter's Store Tech

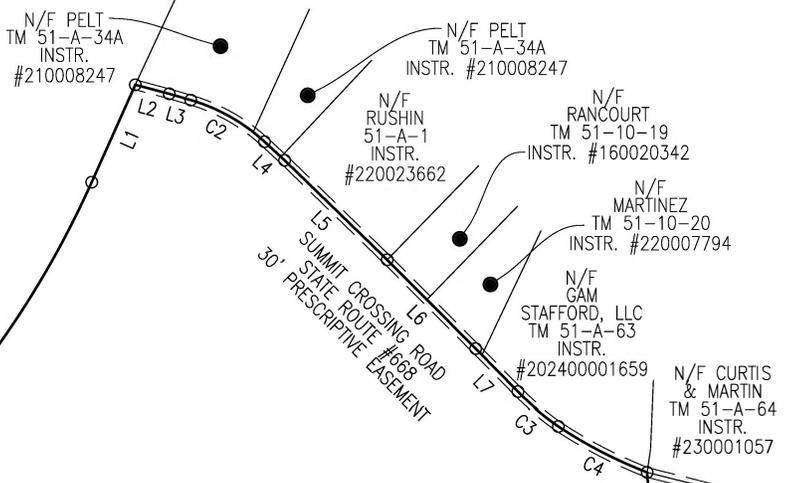
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EXHIBIT SHOWING
THE LANDS NOW OR FORMERLY
STANDING IN THE NAME OF
AMAZON DATA SERVICES, INC.
BEING TAX MAP PARCEL 51-A-33
INSTRUMENT NUMBER 230016156
LEE HILL MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 24°06'26" E	335.08'
L2	S 75°09'09" E	110.25'
L3	S 73°43'24" E	70.38'
L4	S 47°19'51" E	85.89'
L5	S 45°51'37" E	449.00'
L6	S 44°51'42" E	393.66'
L7	S 44°32'46" E	189.29'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	3004.93'	1624.80'	N 39°35'51" E	1605.08'	30°58'50"	832.79'
C2	582.71'	268.42'	S 60°31'38" E	266.05'	26°23'33"	136.63'
C3	888.80'	166.00'	S 49°53'48" E	165.76'	10°42'04"	83.24'
C4	1475.70'	314.76'	S 62°39'27" E	314.16'	12°13'15"	157.98'

N/F
AMAZON DATA
SERVICES, INC.
TM 51-A-33
INSTR. #230016156

N/F
CRISMOND
TM 51-A-32
D.B. 1029, PG. 9

N/F
GARCIA ET. AL.
TM 51-A-70
INSTR. #210037315

CONTAINING ~ 229.466 ACRES

DWG: V:\100475 - WALTON AND POTOMAC CHURCH - REZONINGS\100475-02-001 (SUR)\SURVEY\PLATS\100475-A-MP-007 Summit.dwg DATE: 7/17/24



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Summit Crossing Tech

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Certificate Of Completion

Envelope Id: 93052B45D21243579D54EF3D2AC8B54F	Status: Completed
Subject: CONTRACT EXECUTION REQUEST: Spotsylvania County - WSA (REF #: CC OTH 00393002 2023 TR)	
Document Type:	
Legal VP:	
Bulk Send:	
Source Envelope:	
Document Pages: 38	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Amanda Cardona
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	ATTN: Legal Department
	PO BOX 81226
	Seattle, WA 98108
	mandacar@amazon.com
	IP Address: 205.251.233.178

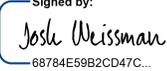
Record Tracking

Status: Original	Holder: Amanda Cardona	Location: DocuSign
10-Sep-2024 13:30	mandacar@amazon.com	

Signer Events

Josh Weissman
 weissman@amazon.com
 Director, AWS
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 68784E59B2CD47C...
 Signature Adoption: Pre-selected Style
 Using IP Address: 15.248.1.205

Timestamp

Sent: 10-Sep-2024 | 13:32
 Viewed: 12-Sep-2024 | 06:51
 Signed: 12-Sep-2024 | 06:51

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Samantha Horton
 SHorton@spotsylvania.va.us
 Security Level: Email, Account Authentication (None)

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Sent: 12-Sep-2024 | 06:51
 Viewed: 12-Sep-2024 | 07:01

Electronic Record and Signature Disclosure:
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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	10-Sep-2024 13:32
Certified Delivered	Security Checked	12-Sep-2024 06:51
Signing Complete	Security Checked	12-Sep-2024 06:51

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	12-Sep-2024 06:51
Payment Events	Status	Timestamps

PH95 WATER AND WASTEWATER INFRASTRUCTURE AGREEMENT

COVER SHEET

This Water and Wastewater Infrastructure Agreement is between the POWERHOUSE 95, LLC and the COUNTY OF SPOTSYLVANIA, VIRGINIA, as identified below (each a "Party" and together the "Parties"), is made as of the Effective Date identified below ("Effective Date"), and includes this Cover Sheet, the Terms and Conditions, and Exhibits ("Agreement").

Entity:	POWERHOUSE 95, LLC ("PH95")
Provider:	Spotsylvania County, Virginia
Effective Date:	July 10, 2025
Projects:	PH95 (identified in <u>Exhibit 4</u>)

Each Party's contacts to receive notices about this Agreement are:

PH95	Provider
POWERHOUSE 95, LLC 1600 International Drive, Ste. 500 McLean, VA 22102 Attn: Pete McGrath Email: pmcgrath@americanrepartners.com	County Administration Attn: County Administrator P.O. Box 99 Spotsylvania, VA 22553 coadmin@spotsylvania.va.us
Legal Notices:	Legal Notices:
Hirschler Fleischer, PC 725 Jackson Street, Ste. 200 Fredericksburg, VA 22401 Attn: Charlie Payne Email: cpayne@hirschlerlaw.com	County Attorney's Office Attn: County Attorney P.O. Box 308 Spotsylvania, VA 22553 attorney@spotsylvania.va.us

Key Terms:

Table 1: Service Specifications - PH95			
Provider Service:	Potable Water	Level 1 Reclaimed Water	Discharge
<p>Delivery Rate Note - Phases 1&2 refers to (7) AWS buildings.</p>	<p>Interim Cooling <u>Step 1</u> 40 gpm (57,000 gpd)</p> <p><u>Step 2</u> 174 gpm (250,000 gpd)</p> <p>Domestic Potable Maximum delivery rate: Phases 1&2 24 gpm (34,560 gpd)</p> <p>Average delivery rate: Phases 1&2 12 gpm (17,280 gpd)</p> <p>Emergency Cooling Maximum delivery rate: 347 gpm (500,000 gpd) Only available after PH95 has connected to the Reclaimed Water System</p>	<p>Permanent Cooling Water Maximum delivery rate: Phases 1&2 486 gpm (700,000 gpd)</p>	<p>Permanent Spent Cooling Water Discharge Maximum delivery rate: Phases 1&2 583.3 gpm (840,000 gpd)</p> <p>Domestic Sewer Service Maximum delivery rate: Phases 1 & 2 24 gpm (34,560 gpd)</p> <p>Average delivery rate: Phases 1&2 12 gpm (17,280 gpd)</p>
Pounds Per Square Inch (PSI) at meter/fence line:	35-80	65	N/A
Service Delivery Date:	N/A	TBD	N/A

Table 2: Water Service Rates

Provider Service:	Potable Water	Additional Potable Water	Level 1 Reclaimed Water	Discharge
Connection Rate:	Per Spotsylvania County Ordinance Sec. 22-128	Per Spotsylvania County Ordinance Sec. 22-128	TBD	Per Spotsylvania County Ordinance Sec. 22-128
Service Rate:	Per Spotsylvania County Ordinance Sec. 22-128	Per Spotsylvania County Ordinance Sec. 22-128	Set in accordance with Section 3.2 of this Agreement	Set in accordance with Section 3.2 of this Agreement
Billing and Payment	Spotsylvania County Ordinance, Ch. 22, Div. 5			

PH95 WATER AND WASTEWATER SERVICE AGREEMENT

TERMS AND CONDITIONS WATER AND SEWER INFRASTRUCTURE

ARTICLE 1 – OBLIGATIONS AND CONDITIONS

1.1 Provider's Services.

(i) **Services and Conditions.** As provided under that certain water services agreement dated September 12, 2024, executed between Provider and Amazon Data Services Inc ("ADS") and attached hereto with redactions as Exhibit 1 ("County/ADS WSA"), Provider agreed to design, engineer and perform construction related to the Infrastructure necessary to provide certain water and wastewater services to ADS contingent upon ADS meeting the terms of the County/ADS WSA including, but not limited to, performing certain construction, and funding the design, engineering, and construction of the Infrastructure. Should the Provider and ADS meet the terms of the County/ADS WSA so that the Infrastructure is completed, and should the Infrastructure allow for the Provider Services contemplated herein to be provided to PH95, the Provider will provide the Provider Services to PH95 in accordance with the terms herein. The Provider's commitment to provide Provider Services herein is conditioned upon the completion of the Infrastructure so as to allow the Provider Services to be provided. For the avoidance of doubt, the Provider will not be obligated to perform, as provided herein, until the Infrastructure is completed.

(ii) **Additional Conditions.** The Provider's commitment to provide the Provider Services set forth herein is also subject to and conditioned upon the authority and actions of the Provider's Director of Utilities as authorized and set forth in the County Code including, but not limited to, Section 22-47, as amended, which is incorporated herein by reference.

(iii) **Interim Cooling, Domestic Potable, Permanent Cooling Services.** Prior to the satisfaction of the below conditions, Provider will provide PH95 with interim cooling, domestic potable, emergency cooling water, and Fire Protection in the amounts outlined in the steps and phases consistent with the flows shown in Table 1. PH95 may use Potable Water as interim cooling water until Level 1 Reclaimed Water is available for PH95's use as permanent cooling water as set forth herein. Notwithstanding the foregoing, the following conditions must first be satisfied before the Provider can provide an increase in the PH95 interim cooling water from Step 1 to Step 2 as outlined in Table 1: (i) the Motts Run Water Treatment Plant Expansion is completed (in accordance with the Spotsylvania County Capital Improvement Plan FY2025-2029); (ii) the Leavells Road Waterline is completed (in accordance with the Spotsylvania County Capital Improvement Plan FY2025-2029); (iii) construction on the Reclaimed Water System has begun; and (iv) the sanitary sewer improvements set out in Exhibit 3 have been completed.

1.2 PH95 Connection Obligations.

(a) **Timing of Connection.** PH95 will connect to the Infrastructure no later than one (1) year of the Infrastructure being completed in accordance with the County/ADS WSA and the Provider Services being made available to PH95 at the point of connection set forth in Exhibit 2.

(b) **Connection Standards.** PH95 will construct its connection with, and connect to, the Infrastructure, and maintain said connection, all pursuant to the applicable standards set forth in the DSM as amended from time to time. If the DSM does not contain the aforementioned standards at the time of connection, PH95 agrees that its connection with the Infrastructure shall include widely accepted public utility design standards as determined by the Provider at its sole discretion acting through its Director of Utilities and PH95 assumes all risk should it perform, or fail to perform, any work to connect or maintain the connection without the Provider's prior approval.

1.3 **Latecomer Program Obligations.**

(a) **Latecomer Charge.** Pursuant to Section 1.5 of the County/ADS WSA, the Provider commits to consider establishing, through legislative action and to the extent authorized by law, a program which will allow the Provider to charge a Latecomer, as defined therein, for connecting to, and being served by, the Infrastructure constructed pursuant to the County/ADS WSA (the "Latecomer Program"). The Provider has yet to establish the Latecomer Program, but PH95 acknowledges it is a Latecomer and agrees it will be subject to the terms and conditions of the Latecomer Program.

ARTICLE 2 – TERM, TERMINATION, SUSPENSION OF SERVICES

2.1 **Term.**

(a) **Initial Term.** This Agreement will take effect on the Effective Date and will remain in effect for 20 years unless earlier terminated as provided herein ("Initial Term").

(b) **Renewal Terms.** Upon the expiration of the Initial Term, this Agreement will automatically renew for successive 12-month terms (each a "Renewal Term", and together with the Initial Term, "Term") unless either PH95 or the Provider provides written notice to the other at least 90 days prior to the expiration of the Initial Term or any Renewal Term that it does not intend to renew the Agreement.

2.2 **Termination Non-Default.**

(a) **Termination by PH95.** PH95 may terminate this Agreement at any time and for any reason by providing written notice to Provider at least 90 days prior to the date of such termination. If PH95 terminates this Agreement pursuant to this Section 2.2, then PH95's sole liability and Provider's exclusive remedy is payment for (i) any Provider Services provided under this Agreement as of the termination date, and (ii) any remaining payment obligations which are required under this Agreement.

(b) **Termination, Reduction of Capacity.** Provider may terminate this Agreement upon 90 days' prior written notice if (i) the PH95 permanently ceases the Project data center operations for more than 36 consecutive months and at least 3 years has passed from the Effective Date or (ii) PH95 has failed to connect its facilities to the Infrastructure within one (1) year of the Infrastructure being completed. Notwithstanding anything herein to the contrary, if at any time after PH95 connects to the Infrastructure and Provider is providing the Provider Services in accordance with this Agreement, PH95 fails to utilize at least once, sixty percent (60%) of the Level 1 Permanent Cooling Water Maximum Delivery Rate set forth in Table 1 (486 gpm, 700,000 gpd), 291.66 gpm, 420,000 gpd, during any sixty (60) month period, then the Provider may transfer the reclaimed water capacity and corresponding discharge capacity not utilized by PH 95 to a third party user or reduce the capacity for that future purpose, except in no event shall Provider transfer or reduce more than ten percent (10%) of the Level 1 Permanent Cooling Water Maximum Delivery Rate (486 gpm, 700,000 gpd), 48.61 gpm, 70,000 gpd, and discharge capacity (583.3 gpm, 840,000 gpd), 58.33 gpm, 84,000 gpd, set forth in Table 1 ("Maximum Reduction Amount"). Should PH95 attempt to artificially establish the aforementioned usage so that the cooling water is not utilized for its intended purpose then the Provider may transfer or reduce the capacity of the reclaimed water not utilized for its intended purpose and corresponding discharge capacity up to the Maximum Reduction Amount to a third party user but only after providing PH95 written notice of said allegation of artificial usage and thirty (30) days to dispute in writing such claim. Should the Provider take the steps allowed for herein to transfer or reduce the reclaimed water capacity and corresponding discharge capacity Maximum Reduction Amount, this Agreement shall be effectively amended to reflect the transferred or reduced amount of Level 1 Permanent Cooling Water Maximum Delivery Rate and corresponding Permanent Spent Cooling Water Discharge capacity to be provided by Provider hereunder and PH95 agrees to effectuate said amendment

to this Agreement. PH95 also agrees it will not use Potable Water to supplant any reduction in Level 1 Permanent Cooling Water allowed for herein.

ARTICLE 3 – RATES AND PAYMENTS

3.1 **Provision of and Payment for Provider Services.** PH95 will apply for the Provider Services using Provider's generally applicable form. The application will include a request for Provider Services and request for the Provider to confirm the completion of all PH95's necessary connection facilities which connect PH95's facilities to the Infrastructure and PH95 will include information required by the Provider in support thereof. After deeming the application complete, including, but not limited to, confirmation of completed connection facilities pursuant to the DSM, the Provider will approve PH95's application and will provide the Provider Services in accordance with the Service Specifications set forth in Table 1. PH95 will pay for the Provider Services in accordance with the rates contained in Table 2.

3.2 **Level 1 Reclaimed Water and Discharge Provider Services.** If Provider establishes rates for Level 1 Reclaimed Water Provider Service and for Discharge Provider Service, the rates will be consistent with Applicable Law, commensurate with the cost of providing the Level 1 Reclaimed Water Provider Service and Discharge Provider Service and will be established following the procedure and standards established by Virginia Code § 15.2-2119.

ARTICLE 4 – FORCE MAJEURE EVENT & CHANGE IN LAW

4.1 **Definition.** The Provider will not be responsible to PH95 for any delay or failure to perform to the extent that the delay or failure to perform is caused by an event or circumstance that (a) is beyond the reasonable control of the Provider, (b) was not foreseeable at the time of execution of this Agreement, or if foreseeable, could not have been avoided or overcome by the Provider through the exercise of commercially reasonable diligence, and (c) prevents, hinders or delays the Provider in its performance of any (or any part) of its obligations under this Agreement (each, a "**Force Majeure Event**"). Subject to the requirements of the prior sentence, Force Majeure Events may include acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds, lightning, ice storms or other weather event or physical natural disaster of a strength or duration that is not normally encountered in the area of the Projects; fire; sabotage; vandalism; terrorism; war; cyber-attacks; invasion; hostilities; rebellion; revolution; requisition; expropriation or compulsory acquisition by any governmental or competent authority; riots; explosion; blockades; insurrection; epidemics; employment strike against the Provider or a third-party; slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); drought; negligent act of a third party causing damage to the Infrastructure; or interruptions to transportation.

4.2 **Notice and Mitigation.** If affected by a Force Majeure Event, the Provider will promptly notify PH95 in writing of such event, giving details of the Force Majeure Event, its anticipated effect on the affected Party's performance under this Agreement, and any steps that the Provider is taking to remedy the matter.

4.3 **Change in Law.** If changes to an Applicable Law materially impact the enforceability or operation of this Agreement, the Parties will negotiate in good faith to amend this Agreement to preserve the benefits of this Agreement to each Party; provided that this Agreement will be enforced and implemented to the fullest extent permitted by Applicable Law, even if no such amendment is agreed to by the Parties.

ARTICLE 5 – LICENSING, INDEMNIFICATION

5.1 **Business License.** PH95 will obtain and maintain all business licenses and permits related to its business operations required by Applicable Law.

5.2 **Indemnification.** PH95 will indemnify, defend, and hold harmless the Provider Indemnified Parties from and against all third party claims, demands, injuries (including personal injury, death, and property damage) and legal proceedings and all resulting Damages to the extent arising from: (1) the negligence, gross negligence, or willful conduct of PH95 or any of its Affiliates, officers, employees, agents, representatives, or contractors in connection with performance of PH95's obligations under this Agreement; (2) any violation of Applicable Law by PH95 or any of PH95's Affiliates, officers, employees, agents, representatives, or contractors that occurs in the performance of PH95's obligations under this Agreement; (3) the failure by PH95 to fulfill any of its obligations under this Agreement; except that the Provider Indemnified Parties will not be indemnified hereunder to the extent any damages are solely attributable to the gross negligence or willful misconduct of any Provider Indemnified Party.

ARTICLE 6 – DEFAULT AND REMEDIES

6.1 **Events of Default.** Any of the following actions or inactions by a Party will constitute an "Event of Default" if such Party (the "Defaulting Party"):

(a) **Breach of Obligations.** Fails to perform any material obligations or covenants under this Agreement, which failure continues for 30 days after written notice from the other Party ("Non-Defaulting Party").

(b) **Insolvency.** (i) Becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition with or for the benefit of its creditors; (iii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, which proceeding is not dismissed, stayed, or vacated within 30 days thereafter; (iv) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (v) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for it or for all or substantially all of its assets; (vi) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets; (vii) causes or is subject to any event with respect to which, under the Applicable Law of any jurisdiction, has an analogous effect to any of this events specified in clauses (i) to (vi) inclusive; or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

6.2 **Remedies for Event of Default.** In addition to the other remedies provided herein, upon the occurrence of an Event of Default and notice to the Defaulting Party, the Non-Defaulting Party may avail itself of any or all of the following remedies:

- (a) Suspend performance of its obligations under this Agreement;
- (b) Receive, if so ordered by a court of competent jurisdiction, from the Defaulting Party direct Damages incurred by the Non-Defaulting Party in connection with such Event of Default;
- (c) Exercise any available rights and remedies in a Court of equity; and/or
- (d) Terminate this Agreement upon thirty (30) days' written notice.

6.3 **Limitation of Damages.** Damages payable under this Agreement will be limited to direct Damages. Neither Party will be liable for indirect, special, consequential, incidental, exemplary, or punitive Damages including, without limitation, lost profits, lost production, or lost revenues, arising out of this Agreement.

6.4 **No Waiver.** A Party's failure at any time or times to require strict performance by the other Party of any provision of this Agreement will not waive, affect, or diminish any right of such Party thereafter to demand strict compliance and performance herewith or therewith. Any suspension or waiver of an Event of Default will not suspend, waive, or affect any other Event of Default whether the same is prior or subsequent thereto and whether the same or of a different type. No waiver is effective unless signed in a non-electronic form by the waiving Party.

ARTICLE 7 – MISCELLANEOUS

7.1 **Notices.** Each Party consents to electronic signatures. All notices under this Agreement must be written, and in English, and notice will be deemed effective when received. All notices will be sent in accordance with the Cover Sheet. Either Party may from time to time change its notice address by giving the other Party notice of the change in accordance with this Agreement.

7.2 **Severability.** If any court of competent jurisdiction or applicable Governmental Authority finds any part of this Agreement invalid or unenforceable, then that part is deemed modified to the extent necessary to render it valid and enforceable. If it cannot be so saved, it will be severed, and the remaining parts will remain in full force and effect.

7.3 **Assignment.** Except as provided in this Section 7.3, neither Party may assign this Agreement without the other Party's prior written consent, which will not be unreasonably withheld, conditioned or delayed. PH95 may assign this Agreement to an Affiliate or creditor (as security) of PH95 without Provider's consent.

7.4 **Non-Waiver.** A waiver of one breach under this Agreement is not a waiver of any other breach. No waiver is effective unless signed in a non-electronic form by the waiving Party.

7.5 **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, excluding its conflicts of law provisions. Disputes under or related to this Agreement and the PH95 Security will be resolved in the Spotsylvania County Circuit Court or the U.S. District Court for the Eastern District of Virginia, Richmond Division, as applicable. The Parties agree to this venue and jurisdiction and waive all defenses of lack of personal jurisdiction and inconvenient forum.

7.6 **Waiver of Jury Trial.** Each Party waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect of any dispute arising out of or relating to this Agreement.

7.7 **Survival.** Section 2.2 and Article 6, Article 7, and Article 8 will survive the expiration or termination of this Agreement. All Sections referenced above will include all subsections thereof and all articles referenced above will include all sections and subsections thereof.

7.8 **No-Third Party Beneficiaries.** Nothing in this Agreement will provide any benefit to any third-party or entitle any third-party to any claim, cause of action, remedy, or right of any kind.

7.9 **Relationship of Parties.** The Parties are independent contractors, and nothing in this Agreement creates an employer-employee relationship, a partnership, joint venture, or other relationship

between the Parties. Neither Party has authority to assume or create obligations of any kind on the other's behalf.

7.10 **Entire Agreement; Counterparts.** This Agreement, together with all incorporated exhibits and schedules, constitute the complete and final agreement of the Parties pertaining to the terms in this Agreement and supersede the Parties' prior related agreements, understandings, and discussions. Each Party will accept electronic signatures for the execution of this Agreement and execution may be conducted in counterparts, each of which (including signature pages) is an original, but all of which together is one and the same instrument.

7.11 **Subject to Applicable Law.** This Agreement and the actions of the Parties are subject to Applicable Law.

7.12 **Subject-to-Appropriations; No Pledge of Credit.** Nothing herein will be interpreted or operate as a pledge of the full faith and credit of the Provider, or will bind the Provider to appropriate funds for expenditures related to this Agreement. All payments and other performances by the Provider under this Agreement are subject to and conditioned upon appropriations by the Board. The Provider cannot expend funds unless appropriated by the Board, and one Board cannot obligate a future Board. It is understood and agreed among the Parties that the Provider will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. Under no circumstances will the Provider's total liability under this Agreement exceed the total amount of funds appropriated by the Board for the payments hereunder for the performance of this Agreement. Therefore, notwithstanding any provision of this Agreement to the contrary, if the Board fails to appropriate funds for the continuance of this Agreement, all obligations hereunder will be automatically suspended upon depletion to the then currently appropriated or allocated funds until a subsequent Board appropriates additional funds or this Agreement is terminated. The Parties hereby agree that a subsequent Board will not be obligated in any way to appropriate funds hereunder.

7.13 **Nonwaiver, of the Proffers.** Notwithstanding anything in this Agreement to the contrary, this Agreement will not in any way limit or waive the Proffers or the Parties' rights, liabilities, and duties in the Proffers.

7.14 **Sovereign Immunity, Nonwaiver.** Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement constitutes a waiver of sovereign immunity or any other immunity rights that exist or may now or may exist in the future for the Provider or its respective officers and employees under Applicable Law.

ARTICLE 8 – DEFINITIONS AND INTERPRETATION

8.1 **Interpretation.** The Parties have fully negotiated this Agreement, and it will be interpreted according to the plain meaning of its terms without any presumption that it should be construed either for or against either Party. Words, phrases or expressions not otherwise defined in this Agreement that (i) have a generally accepted meaning in Good Utility Practice will have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Good Utility Practice but that have well known and generally accepted technical or trade meanings, will have such recognized meanings. The symbol "\$" refers to United States Dollar.

8.2 **Definitions.** As used in this Agreement, the following terms will have the meanings set forth below:

- (a) **"Affiliate"** means, with respect to any person, each person that directly or indirectly controls, is controlled by, or is under common control with such designated person. For

purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any person, will mean (a) the direct or indirect right to cast at least 50% of the votes exercisable at an annual general meeting (or its equivalent) of such person or, if there are no such rights, ownership of at least 50% of the equity or other ownership interest in such person, or (b) the right to direct the policies or operations of such person.

- (b) "**Applicable Law**" means all laws, statutes, rules, regulations, ordinances, codes, judgments, orders, approvals, tariffs, decrees, proffers, and other pronouncements (all as may be amended or recodified from time to time) having the effect of law of any Governmental Authority including, but not limited to, those referenced in Table 2.
- (c) "**Board**" means the Spotsylvania County Board of Supervisors.
- (d) "**Damages**" means any liability, judgement, fine, penalty, settlement, expense and cost (including reasonable attorney's fees).
- (e) "**Design Standards Manual**" or "**DSM**" means the regulatory manual adopted by the Board that establishes the generally applicable standards and conditions related to the construction of water, sewer, and reclaimed water utility infrastructure and its connection to the System.
- (f) "**Good Utility Practice**" means any of the practices, methods, and acts engaged in or approved by a significant portion of the water utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the industry.
- (g) "**Governmental Authority**" means any national, state, provincial, local, tribal or municipal government, any political subdivision thereof or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party in law.
- (h) "**Infrastructure**" means any and all of the Provider's facilities that are currently being developed pursuant to the County/ADS WSA which will allow the Provider to provide the Provider Services to the Project, as set forth in Exhibit 1.
- (i) "**Potable Water System**" means a potable water supply system owned and operated by Provider to provide potable water to residents and businesses that are customers of Provider.
- (j) "**Proffers**" means, collectively, the proffers approved by the Board (i) R-22-0016 on October 23, 2023, for Tax Map parcels 36-A-41 C (portion thereof) and 36-A-45 (portion thereof) consisting of approximately 127.196 acres; and (ii) R-23-0015, for Tax Map Parcels 36-A-44 and 36 A-43P, consisting of approximately 73.1547 acres.
- (k) "**Project**" means the development of data centers and related infrastructure at the PH95 locations as identified in Exhibit 4 or any other parcels adjacent to the same and acquired in the future by PH95.

- (l) **"Provider Indemnified Party"** means Provider and its respective officers, employee, agents, representatives, successors, and assigns.
- (m) **"Provider Services"** means the water services meeting the Service Specifications set forth in Table 1 of the Cover Sheet.
- (n) **"Reclaimed Water System"** means that water system owned and operated by Provider to supply Level 1 reclaimed water for cooling purposes to industrial users of Provider.
- (o) **"Sewer System"** means a sewer system owned and operated by Provider that received and treats wastewater from customers of the Provider.
- (p) **"System"** or **"Systems"** means, collectively, the Potable Water System, the Sewer System, and the Reclaimed Water System collectively as applicable.
- (q) **"Table 1"** is defined in Section 1.1(i).

***[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
AUTHORIZED SIGNATURES TO FOLLOW]***

Agreed to by the Parties as of the Effective Date:

POWERHOUSE 95 LLC

SPOTSYLVANIA COUNTY

By: _____

By: _____

Name: BRIAN KATZ

Name: _____

Title: AUTHORIZED SIGNATORY

Title: _____

Date Signed: JULY 10, 2025

Date Signed: _____

Agreed to by the Parties as of the Effective Date:

POWERHOUSE 95, LLC

By: _____

Name: _____

Title: _____

Date Signed: _____

SPOTSYLVANIA COUNTY

By: Ed Petrovitch

Name: Ed PETROVITCH

Title: County Administrator

Date Signed: 7/9/25

APPROVED AS TO FORM:

KRH/ by: [Signature]
COUNTY ATTORNEY (Deputy)

Exhibit 1

ADS WATER AND WASTEWATER SERVICE AGREEMENT

COVER SHEET

This Water and Wastewater Service Agreement is between the Amazon Entity and Provider identified below (each a “**Party**” and together the “**Parties**”), is made as of the Effective Date identified below (“**Effective Date**”), and includes this Cover Sheet, the Terms and Conditions, and Exhibits (“**Agreement**”).

The Parties to this Agreement are:

Amazon Entity:	Amazon Data Services, Inc. or ADS
Provider:	Spotsylvania County, Virginia
Effective Date:	September 12, 2024
Projects:	Cosner Tech, Carter’s Store Tech, and Summit Crossing Tech (each as identified in <u>Exhibit 6</u>)

Each Party’s contacts to receive notices about this Agreement are:

ADS	Provider
Amazon Data Services, Inc. 410 Terry Avenue North Seattle, WA 98109 Email: Infraenergy@amazon.com	County Administration Attn: County Administrator P.O. Box 99 Spotsylvania, VA 22553 coadmin@spotsylvania.va.us
Legal Notices:	Legal Notices:
410 Terry Avenue North Seattle, WA 98109 Attention: General Counsel (ADS) Email: contracts-legal@amazon.com infraenergy@amazon.com	County Attorney’s Office Attn: County Attorney P.O. Box 308 Spotsylvania, VA 22553 coatty@spotsylvania.va.us

Key Terms:

Table 1A: Service Specifications - Cosner Tech					
Provider Service:	Potable Water	Additional Potable Water	Level 1 Reclaimed Water Production	Level 1 Reclaimed Water	Discharge
Infrastructure Description:	Massaponax Church Road Waterline Phase 1A and 1B	Massaponax Church Road Waterline Phase 2	Massaponax Wastewater Treatment Plant Reclaimed Production and Massaponax Booster Pump Station	Reclaimed Water System Distribution and Cosner Tech Booster Pump Station	Sanitary Sewer Improvements Receiving Flow
Design Specifications:	Exhibit 1	Exhibit 1	Exhibit 2	Exhibit 2	Exhibits 3 and 4
Delivery Rate (GPM)	<p>Interim Cooling ■ gpm (2/7/2025-1/31/2028 (expected)); ■ gpm (in accordance with Section 3.3, expected 1/31/2027 - 1/31/2028)</p> <p>Emergency Cooling ■ gpm (1/31/2027 onward)</p> <p>Domestic Potable Maximum delivery rate: ■ gpm Average delivery rate: ■ gpm (2/7/2025 onward)</p>	<p>Emergency Cooling Maximum delivery rate: ■ gpm</p>	N/A	<p>Permanent Cooling Water Maximum delivery rate: ■ gpm</p>	<p>Permanent Spent Cooling Water Discharge Maximum delivery rate: ■ gpm</p> <p>Domestic Sewer Service Maximum delivery rate: ■ gpm Average delivery rate: ■ gpm</p>



	Fire Protection Maximum delivery rate: [REDACTED] gpm for 8 hours (2/7/2025 onward)				
Pounds Per Square Inch (PSI) at meter/fence line:	35-80	35-80	N/A	35-80	N/A
Design and Engineering Delivery Date:	6/1/2024	8/13/2025	12/31/2025	12/31/2025	N/A (Existing)
Service Delivery Date:	2/7/2025	2/13/2027	12/31/2027	12/31/2027	2/7/2025

Table 1B: Service Specifications - Carter's Store Tech			
Provider Service:	Potable Water	Level 1 Reclaimed Water	Discharge
Infrastructure Description:	Potable Water Extension From Massaponax Church Road and Booster Pump Station (if needed)	Reclaimed Water System Distribution Extension	Sanitary Sewer Extension and Booster Pump Station (if needed)
Design Specifications:	Exhibit 1	Exhibit 2	Exhibits 3 and 4



<p>Delivery Rate (GPM)</p>	<p>Emergency Cooling Maximum delivery rate: █ gpm (Only available after Reclaimed Water System constructed, split between Carter’s Store Tech and Summit Crossing Tech)</p> <p>Domestic Potable Maximum delivery rate: █ gpm Average delivery rate: █ gpm</p> <p>Fire Protection Maximum delivery rate: █ gpm for 8 hours (3/15/2028 onward)</p>	<p>Permanent Cooling Water Maximum delivery rate: █ gpm (split between Carter’s Store Tech and Summit Crossing)</p>	<p>Permanent Spent Cooling Water Maximum delivery rate: █ gpm (split between Carter’s Store Tech and Summit Crossing)</p> <p>Domestic Sewer Service Maximum delivery rate: █ gpm Average delivery rate: █ gpm</p>
<p>Pounds Per Square Inch (PSI) at meter/fence line:</p>	<p>35-80</p>	<p>35-80</p>	<p>N/A</p>
<p>Design and Engineering Delivery Date:</p>	<p>2/13/2026 Subject to Section 1.1 (a)(ii).</p>	<p>2/13/2026 Subject to Section 1.1 (a)(ii).</p>	<p>2/13/2026 Subject to Section 1.1 (a)(ii).</p>
<p>Service Delivery Date:</p>	<p>3/15/2028</p>	<p>3/15/2028</p>	<p>3/15/2028</p>

Table 1C: Service Specifications - Summit Crossing Tech			
Provider Service:	Potable Water	Level 1 Reclaimed Water	Discharge
Infrastructure Description:	Potable Water Extension From Massaponax Church Road and Booster Pump Station (if needed)		Sanitary Sewer Extension and Booster Pump Station (if needed)
Design Specifications:	Exhibit 1	Exhibit 2	Exhibits 3 and 4
Delivery Rate (GPM)	<p>Emergency Cooling Maximum delivery rate: [redacted] gpm (Only available after Reclaimed Water System constructed, split between Carter’s Store Tech and Summit Crossing Tech)</p> <p>Domestic Potable Maximum delivery rate: [redacted] gpm Average delivery rate: [redacted] gpm</p> <p>Fire Protection Maximum delivery rate: [redacted] gpm for 8 hours (3/15/2028 onward)</p>	<p>Permanent Cooling Water Maximum delivery rate: [redacted] gpm (split between Carter’s Store Tech and Summit Crossing Tech)</p>	<p>Permanent Spent Cooling Water Maximum delivery rate: [redacted] gpm (split between Carter’s Store Tech and Summit Crossing Tech)</p> <p>Domestic Sewer Service Maximum delivery rate: [redacted] gpm Average delivery rate: [redacted] gpm</p>
Pounds Per Square Inch (PSI) at meter/fence line:	35-80	35-80	NA
Design and Engineering Delivery Date:	2/13/2026 Subject to Section 1.1 (a)(ii).	2/13/2026 Subject to Section 1.1 (a)(ii).	2/13/2026 Subject to Section 1.1 (a)(ii).
Service Delivery Date:	3/15/2028	3/15/2028	3/15/2028



Table 2: Estimated ADS Infrastructure Reimbursement Amounts					
Provider Service:	Potable Water	Additional Potable Water	Level 1 Reclaimed Water Production	Level 1 Reclaimed Water	Discharge
Estimated ADS Infrastructure Reimbursement Amount:	\$3,900,000	\$9,400,000	\$90,400,000	\$11,500,000	\$1,500,000

Table 3: Water Service Rates				
Provider Service:	Potable Water	Additional Potable Water	Level 1 Reclaimed Water	Discharge
Connection Rate:	Per Spotsylvania County Ordinance Sec. 22-128	Per Spotsylvania County Ordinance Sec. 22-128	TBD	Per Spotsylvania County Ordinance Sec. 22-128
Service Rate:	Per Spotsylvania County Ordinance Sec. 22-128	Per Spotsylvania County Ordinance Sec. 22-128	Set in accordance with Section 3.2 of this Agreement	Set in accordance with Section 3.2 of this Agreement
Billing and Payment	Spotsylvania County Ordinance, Ch. 22, Div. 5			



ADS WATER AND WASTEWATER SERVICE AGREEMENT

TERMS AND CONDITIONS

ARTICLE 1 – WATER AND SEWER INFRASTRUCTURE

1.1 Provider Infrastructure Obligations.

(a) ***Design and Engineering.***

(i) In accordance with the Service Specifications and Design Specifications set forth in Table 1A, Table 1B, and Table 1C (“collectively, **Table 1**”) and consistent with the terms of this Agreement, Provider will design and engineer the Infrastructure necessary to provide the following Provider Services: Potable Water, Additional Potable Water, Level 1 Reclaimed Water Production, Level 1 Reclaimed Water, and Discharge. The Design Specifications for such Infrastructure are shown on the attached Exhibit 1, Exhibit 2, Exhibit 3, and Exhibit 4.

(ii) For all Cosner Tech Infrastructure, set forth in Table 1A, Provider will complete the design and engineering by the Design and Engineering Delivery Date set forth in Table 1A. For all Carter’s Store Infrastructure and Summit Crossing Infrastructure, set forth in Table 1B and Table 1C, notwithstanding the exact dates set for therein, Provider will complete the design and engineering within 18 months of ADS making available funding to Provider (such as through issuance of a purchase order that allows for invoicing) for the preliminary engineering report.

(iii) The Parties acknowledge that the Design Specifications, as defined and described in this Agreement, including, but not limited to, as set out in Table 1 and the Exhibits, are general in nature and will be amended by Provider. Provider may amend the Design Specifications for any reason including, but not limited to, ensuring consistency with the DSM and Applicable Law, meeting the Service Specifications while providing capacity to the region beyond the needs of the Projects, and ensuring the Infrastructure can be completed and accepted into the System. When amended by the Provider, the amended designs will then be considered the Design Specifications and incorporated into this Agreement. The Design Specifications will be determined at the sole discretion of the Provider, provided that the Design Specifications must be adequate to at least provide the Provider Services consistent with the Service Specifications. If Provider amends the Design Specifications, the Provider will promptly provide ADS a written copy of the change pursuant to its reporting obligations under Section 1.2(b). ADS may provide feedback to Provider pursuant to Section 1.2(b). Provider will not be required to pause its work to await any feedback from ADS. Provider will maintain a complete set of all specific Design Specifications and provide copies to ADS promptly upon completion of any specific designs or upon the request of ADS. The terms of this Agreement are subject in their entirety to the County’s sole right to determine the Design Specifications set forth in this Section 1.1(a)(iii) and notwithstanding anything to the contrary in this Agreement, the

terms of this Agreement will not be interpreted to limit the County's rights set forth in this Section 1.1(a)(iii).

(b) **Construction.**

(i) Provider and ADS have agreed upon the upgrades required to bring the MWWTP to a Level 1 reuse production and storage facility meeting the standards of 9 Virginia Administrative Code Section 25-740-70.A.1, and as described in Exhibit 2 ("**MWWTP Improvements**"). Provider will procure all LLE and other necessary construction materials and equipment necessary for the MWWTP Improvements. Provider will construct the MWWTP Improvements in accordance with the Design Specifications set out in Exhibit 2, Good Utility Practice, and Applicable Law. Provider will complete all construction work and place the MWWTP Improvements into service by the applicable Service Delivery Date set forth in Table 1.

(ii) Provider will diligently exercise its best efforts to obtain all necessary permits from the Virginia Department of Environmental Quality allowing for reuse (Level 1) of treated effluent from the MWWTP for use as cooling water prior to the applicable Service Delivery Date set forth in Table 1A.

(iii) Provider will procure the LLE and other necessary construction materials and equipment, necessary for the Infrastructure to provide Additional Potable Water service, as described in Exhibit 1 ("**Additional Potable Improvements**"). Provider will construct the Additional Potable Improvements in accordance with the Design Specifications set out in Exhibit 1, Good Utility Practice, and Applicable Law. Provider will complete all construction work and place the Additional Potable Improvements into service by the applicable Service Delivery Date set forth in Table 1.

(c) **Property Rights & Permits.** Provider will (i) exercise its best efforts to obtain all permits, other than local construction and land use permits related to the Projects, (ii) obtain all property rights necessary to construct the Infrastructure and necessary for the Provider to maintain the Infrastructure once accepted into the System, and (iii) provide access to ADS, its employees, contractors, subcontractors, and agents during construction. ADS's and its employees' contractors', subcontractors', and agents' access to Provider's property and property rights during construction will be subject to and conditioned upon the terms of this Agreement including, but not limited to Section 5.2 and Section 5.3.

(d) **Reclaimed Water System.** Upon the discovery of any issue that has caused or may cause an outage of the Reclaimed Water System, Provider will promptly provide written notice to ADS. No later than 12 hours after discovery of such issue, Provider will commence repairs so as to minimize the duration of any outage of the Reclaimed Water System. Provider will perform the repairs necessary and consistent with Good Utility Practice and American Water Works Association standards to restore operation of the Reclaimed Water System as soon as is reasonably practicable. Provider will exercise its best efforts to maintain contractors on standby to promptly perform repairs of the Reclaimed Water System, and Provider will call upon its contractors and any applicable mutual aid agreements with other localities to promptly repair the Reclaimed Water System, which will be considered a critical system similar to hospitals.

Provider will operate and maintain the Reclaimed Water System consistent with all manufacturers recommendations and Good Utility Practice.

(e) **Provider's Obligations Conditioned on ADS Funding.** The Parties understand and agree that Provider is not, and will not be, required to encumber any general or utility enterprise funds for the Provider's performance under Sections 1.1(a) through (c) and may rely solely upon the funding provided by ADS to meet these obligations. Therefore, the Provider's obligations under Section 1.1(a) through (c) are subject to, and conditioned upon, receipt of funding by ADS consistent with Section 1.3. ADS further agrees that it will not unreasonably withhold any amounts owed to the Provider under Section 1.3. To the extent (i) ADS does not timely perform its funding obligations described in Section 1.3 or its construction obligations described in Section 1.2(a), or (ii) despite use of best efforts, Provider does not timely obtain a required permit, and such failure delays Provider's performance of its obligations under Sections 1.1(a), 1.1(b), 1.1(c), or 1.2(b), then Provider will be entitled to a day-for-day delay in any affected Design and Engineering Delivery Dates and any affected Service Delivery Dates set forth in Table 1.

1.2 ADS Infrastructure Obligations.

(a) **Construction.** In accordance with the Design Specifications set forth in Table 1, the DSM, and Applicable Law, ADS will procure the LLE and other necessary construction materials and equipment and construct the Infrastructure necessary to provide the following Provider Services: Potable Water, Level 1 Reclaimed Water (except for the MWWTP Improvements), and Discharge. ADS's obligation to construct the Infrastructure is subject to Provider's obligation to obtain all necessary property rights and permits as set forth in Section 1.1(c). If ADS has complied with Section 1.3 to the extent necessary for the Provider to perform the applicable work, and if Provider does not provide complete design and engineering for the Infrastructure to ADS by the applicable Design and Engineering Delivery Dates, or if Provider does not obtain the necessary property rights or permits in a reasonable amount of time to allow for the completion of construction by the applicable Service Delivery Date, then ADS will be entitled to a day-for-day delay in its obligations under Section 1.2(a) and Section 1.2(b), as well as its obligation to transition to Level 1 Reclaimed Water for cooling water.

(b) **Reporting and Inspection.** Beginning on the 30th day following the Effective Date and continuing each month through completion of construction, ADS will update Provider in writing on ADS's progress on installing and constructing, as applicable, the Infrastructure identified in Section 1.2(a) (the "**ADS Monthly Report**"). Beginning on the 30th day following the Effective Date and continuing each month through completion of construction, Provider will update ADS in writing on provider's progress on designing, engineering, permitting, installing, and constructing, as applicable, the Infrastructure identified in Sections 1.1(a) and (b) (the "**Provider Monthly Report**"). The Parties may agree to increase or decrease the frequency of reporting as the Projects move forward. The Parties may comment on the respective Monthly Report, inspect progress during construction, and monitor progress during construction.

(c) **Property Rights.** Upon Provider's acceptance of the System or any part thereof, ADS will grant, convey, transfer, and assign or cause the grant, conveyance, transfer, and

assignment to the Provider of easements or other property rights in ADS's or its Affiliate's property necessary for Provider to construct, maintain, operate, and repair the Infrastructure. ADS will reasonably assist Provider in acquiring all offsite property rights and rights-of-way located outside ADS's property line or outside the property line of the property otherwise encompassing the Projects if not owned by ADS to allow the Provider to construct, maintain, operate, and repair the Infrastructure.

(d) **Acceptance Testing.** Within 10 business days after ADS's submission of a request for first acceptance (as described in the DSM), of the Infrastructure, or any portion thereof which is at the time appropriate for acceptance into the System under the DSM, Provider will cause such Infrastructure to be inspected by an engineer selected by Provider and reasonably acceptable to ADS (the "**Third-Party Engineer**") and tested for compliance with the Site Plan, the DSM (as the DSM was in effect at the time of Site Plan approval), and Applicable Law. ADS will provide the County with a non-binding, estimated schedule of acceptance testing, identifying the portions of the Infrastructure anticipated to be ready for inspection and the anticipated time frame, and Provider will exercise reasonable efforts to comply with such schedule. ADS will not bury the Infrastructure or otherwise limit the Provider's or the Third-Party Engineer's access to the Infrastructure in a manner that prevents inspection of the Infrastructure as set forth in the DSM. Acceptance of all or a portion of the Infrastructure into the System is conditioned on Provider's approval that the Infrastructure meets the Site Plan, the DSM (as the DSM was in effect at the time of Site Plan approval), and Applicable Law, provided such approval will not be unreasonably withheld, conditioned, or delayed. Provider will promptly communicate any deficiencies in the Infrastructure discovered in the inspections so as to allow ADS to perform the work necessary to correct the deficiencies and ensure the Infrastructure complies with the Site Plan, the specifications set forth in the DSM, and Applicable Law so that it can be accepted into the System.

(e) **Turnover and Acceptance.** ADS will turn over, assign, and convey the Infrastructure to the Provider as set forth in the DSM.

1.3 Infrastructure Payment Obligations.

(a) **Advance and Reimbursement.** The Parties agree the Estimated ADS Infrastructure Reimbursement Amounts set out in Table 2 of the Cover Sheet are a reasonable estimate of the costs and expenses to be incurred by the Provider related to Provider's obligations under this Agreement. ADS will advance, and, if necessary, reimburse the Provider for reasonable costs and expenses incurred by Provider or its agents to design, engineer, construct, and secure property rights for the Infrastructure in accordance with Article 1 of this Agreement. If ADS disputes any cost or expense incurred or estimated by the Provider claiming that the cost or expense is not reasonable, it will promptly notify the Provider and specifically identify the reasons why it thinks the costs or expenses are not reasonable, and, if ADS provides said notice and reasons, the Parties will attempt in good faith to resolve such dispute through prompt negotiations. However, Provider will not be required to pause its work to await any resolution of said negotiations, and if ADS withholds any payment of the Provider's costs or expenses, Provider will be entitled to the relief set forth in Section 1.1. Any payment by ADS will not waive any right to contest a cost or expense as not reasonable. If the Parties agree that

ADS has paid Provider for unreasonable costs or expenses, then the Parties will reduce a future ADS payment by such amount or will include such amount in the true-up statement described in Section 1.3(b)(iii).

(b) **Schedule.**

(i) **Initial Estimated Quarterly Advance and Reimbursement Schedule.**

Within 60 days of the Effective Date, Provider will deliver to ADS a schedule of estimated quarterly costs and expenses. The schedule will show estimated costs and expenses, broken out by each Provider Service indicated in the Key Terms of the Cover Sheet, through each applicable Design and Engineering Delivery Date and Service Delivery Date.

(ii) **Updated Quarterly Estimates.** Within 60 days prior to the start of each calendar quarter, Provider will provide ADS an estimate of engineering, design, permitting, construction, and property right acquisition costs and expenses for Infrastructure to be incurred during the upcoming calendar quarter. ADS will transfer to Provider funding sufficient to cover the anticipated quarterly costs and expenses within 30 days of the first business day of each calendar quarter.

(iii) **Quarterly Billing.** Within 30 days of the close of each calendar quarter, Provider will provide ADS with invoices or other documentation reasonably acceptable to ADS showing Provider's actual costs and expenses related to the performance of Provider's obligations under this Agreement related to the Infrastructure, including the reasonable costs and expenses of obtaining property rights incurred by Provider or its agents during the preceding quarter and any amount in arrears. ADS and Provider will adjust the next quarterly expense estimate to either provide additional funding to cover Provider's incurred expenses in excess of ADS's payments or reduce ADS's funding to account for unspent funds. Within 60 days of completion of construction of the Infrastructure, Provider will issue to ADS a true-up statement that includes all invoices and relevant documentation of the costs and expenses Provider actually incurred related to the Infrastructure, and states either (i) the amount due from ADS to Provider, or (ii) the refund due from Provider to ADS. Any true-up amounts due by ADS or Provider will be paid within 30 days following presentation of the true-up statement.

1.4 **Second Contractor.** Provider will use best efforts to identify two contractors at time of bid selection, one primary and one secondary, to perform the design and engineering work set forth in Table 1, and such secondary contractor would be available to assume the design and engineering work if so directed by Provider. If Provider reasonably believes it will not be able to deliver its design and engineering obligations set forth in Section 1.1 by the applicable Design and Engineering Delivery Date and if utilizing a secondary contractor will allow Provider to meet the requirements of Section 1.1 by the applicable Design and Engineering Delivery Date, then Provider will utilize best efforts to contract with the identified secondary contractor to perform the design and engineering work. To the extent allowable by Applicable Law, if Provider reasonably believes it will not be able to deliver its construction performance obligations set forth in Section 1.1 by the applicable Service Delivery Date and if utilizing a secondary contractor will allow Provider to meet the requirements of Section 1.1 by the applicable Service Delivery Date, then Provider will utilize best efforts to contract with a secondary contractor to perform the

construction work. If ADS reasonably anticipates that Provider will not be able to meet an applicable Design and Engineering Delivery Date or Service Delivery Date, it may request Provider to utilize a secondary contractor to complete the work and Provider will consider the request and provide ADS with a written explanation of its determination.

1.5 **Latecomer Connection Charge.** Provider will, and hereby does, direct its staff to exercise best efforts, to the extent the legislation is permitted by Applicable Law, to draft legislation and otherwise create a program to present to the Board for consideration amending the Spotsylvania County Code to include provisions authorized in Virginia Code § 15.2 – 2243, or any similar statutory authority, to allow the Provider to administer the recovery from any Latecomer and reimbursement to ADS of costs incurred to design, engineer, and construct Infrastructure related to cooling water supply and discharge. Such cost recovery from Latecomers and payment to ADS would be on a pro-rata basis, determined using the ratio of the Infrastructure’s total capacity to a Latecomer’s requested usage.

ARTICLE 2 – TERM, EFFECTIVE DATE, TERMINATION

2.1 Term.

(a) **Initial Term.** This Agreement will take effect on the Effective Date and will remain in effect for 20 years (“Initial Term”).

(b) **Renewal Terms.** Upon the expiration of the Initial Term, this Agreement will renew by its own terms for successive 12-month terms (each a “Renewal Term”, and together with the Initial Term, “Term”) unless either ADS or the Provider provides written notice to the other at least 90 days prior to the expiration of the Initial Term or any Renewal Term that it does not intend to renew the Agreement.

2.2 Termination.

(a) **Termination by ADS.** ADS may terminate this Agreement at any time by providing written notice to Provider at least 90 days prior to the date of such termination. If ADS terminates this Agreement pursuant to this Section 2.2, then ADS’s sole liability and Provider’s exclusive remedy is payment for (i) any outstanding costs incurred by Provider pursuant to Section 1.3 as of the termination date, (ii) any Provider Services provided under this Agreement as of the termination date, and (iii) any remaining construction and payment obligations which are provided for under Section 2.2(c).

(b) **Termination from Closure.** Provider may terminate this Agreement upon 90 days’ prior written notice only if (i) the Projects permanently cease their data center operations for more than 12 consecutive months and at least 3 years has passed from the Effective Date and (ii) Provider has paid ADS all amounts due and owing under this Agreement.

(c) **Work in Progress; ADS Parent Guaranty.** If ADS terminates this Agreement, or if ADS defaults and the Provider elects to terminate this Agreement as set forth in Article 7, then ADS will remain obligated to pay, consistent with Section 1.3, for the entire completion of the MWWTP Improvements if construction has begun and for the entire completion of the Cosner Tech Phase 2 Potable Improvements if construction has begun, and for

completion of the portion of any other Infrastructure then currently being constructed. By way of example, should the Infrastructure (other than the MWWTP Improvements and Cosner Tech Phase 2 Potable Improvements which must be completed in their entirety at ADS's cost) then being constructed be designed to be constructed in 10 phases and should ADS have completed 3 phases that have been accepted by Provider into the System and at the time of termination phase 4 is being constructed, then ADS will be responsible for the costs to complete phase 4 so that phase 4 can be accepted into the System, provided that ADS would not be required to pay for or complete phases 5 through 10. ADS will have no obligation to pay for or complete any Infrastructure for which construction had not begun. To guaranty ADS's payment for the completion of the MWWTP Improvements and the Cosner Tech Phase 2 Potable Improvements and the completion of the remaining Infrastructure being constructed by ADS for the portion of the Infrastructure then currently underway at the time of termination if not completed by ADS, within 120 calendar days after the Effective Date, ADS will execute and deliver to Provider a parent guaranty issued by Amazon.com, Inc., in favor of Provider, with a cap of \$116,000,000 and in the form attached as Exhibit 5 ("**ADS Security**"). Provider may exercise its rights under the ADS Security to recover unpaid costs due from ADS's obligations under this Section 2.2(c). ADS may cancel the ADS Security upon ADS's turnover and Provider's acceptance of the Infrastructure required to be completed under this Section 2.2(c).

(d) If ADS terminates this Agreement under this Section 2.2, it will immediately, upon written demand by the Provider, grant or release or cause the grant or release to the Provider, all real property rights and personal property rights owned or controlled by ADS or its Affiliates necessary for Provider to complete the remaining Infrastructure then being constructed by ADS.

ARTICLE 3 – RATES AND PAYMENTS

3.1 Provision of and Payment for Provider Services. ADS will apply for the Provider Services using Provider's generally applicable form. No later than 10 business days after Provider's receipt of ADS's completed application, as deemed complete by Provider, for a Provider Service and completion and acceptance of all necessary Infrastructure, the Provider will approve ADS's application and will provide the Provider Services in accordance with the Service Specifications set forth in Table 1. ADS will pay for the Provider Services in accordance with the rates contained in Table 3.

3.2 Level 1 Reclaimed Water and Discharge Provider Services. If Provider establishes rates for Level 1 Reclaimed Water Provider Service and for Discharge Provider Service, the rates will be consistent with Applicable Law, commensurate with the cost of providing the Level 1 Reclaimed Water Provider Service and Discharge Provider Service, and will be established following the procedure and standards established by Virginia Code § 15.2-2119. If Provider establishes rates for Level 1 Reclaimed Water Provider Service, the Provider will, and hereby does, direct its staff to exercise best efforts, to the extent the legislation is permitted by Applicable Law, to draft legislation to allow the Provider to consider setting rates which will not require ADS to pay an availability fee for Level 1 Reclaimed Water Provider Service.

3.3 Interim Cooling and Emergency Cooling. Provider will make available to ADS [REDACTED] gpm of interim cooling water to Cosner Tech for Phase 1 and [REDACTED] gpm of emergency cooling water for Phase 2, as shown in Table 1A, only after the following conditions have been satisfied: (i) the Motts Run Water Treatment Plant Expansion is complete (in accordance with the Spotsylvania County Capital Improvement Plan FY2025-2029); (ii) the Leavells Road Waterline is complete (in accordance with the Spotsylvania County Capital Improvement Plan FY2025-2029); and (iii) construction has started on the Reclaimed Water System. Prior to satisfaction of the foregoing conditions, Provider will provide ADS with interim cooling and emergency cooling consistent with the flows shown in Table 1A. ADS may use Potable Water as interim cooling water until Level 1 Reclaimed Water is available for ADS's use as permanent cooling water.

3.4 Notice of Available or Use Change. Provider will provide notice to ADS at least 10 business days in advance, or as soon as reasonably possible in the case of a Force Majeure Event, if Provider Services will be interrupted for maintenance, repairs, or other purposes. If Provider does not provide substitute Provider Services, ADS may provide its own substitute Provider Services, and Provider will cooperate to provide access to Infrastructure as needed for ADS to utilize such substitute Provider Services. ADS will provide Provider with at least 10 business days prior written notice if it plans to substantially reduces its usage of Provider Services, and will provide such notice promptly after the discovery of an unplanned and substantial reduction of its usage.

3.5 Measurement of Water Quantity. Upon installation of the meters by ADS, Provider will own, operate, and maintain one or more meters that meet all applicable accuracy, precision, and calibration standards established by Good Utility Practice and Applicable Law. Provider will read each meter on a monthly basis to determine the amount of each Provider Service delivered to each Project and will bill ADS on a monthly basis based on its usage and consistent with Applicable Law. When Provider provides regulatory reporting on water quality measurements for water provided to ADS, it will provide such reports to ADS. ADS may request additional sampling events and the addition of sampling parameters beyond what is required for regulatory compliance, and Provider will reasonably grant such requests, provided that ADS will be responsible for all reasonable costs associated with these requests.

ARTICLE 4 – FORCE MAJEURE EVENT & CHANGE IN LAW

4.1 Definition. A Party will not be responsible to the other party for any delay or failure to perform to the extent that the delay or failure to perform is caused by an event or circumstance that (a) is beyond the reasonable control of such Party, (b) was not foreseeable at the time of execution of this Agreement, or if foreseeable, could not have been avoided or overcome by such Party through the exercise of commercially reasonable diligence, and (c) prevents, hinders or delays such Party in its performance of any (or any part) of its obligations under this Agreement (each, a "**Force Majeure Event**"). Subject to the requirements of the prior sentence, Force Majeure Events may include acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds, lightning, ice storms or other weather event or physical natural disaster of a strength or duration that is not normally encountered in the area of the Projects; fire; sabotage; vandalism; terrorism; war; cyber-attacks;

invasion; hostilities; rebellion; revolution; requisition; expropriation or compulsory acquisition by any governmental or competent authority; riots; explosion; blockades; insurrection; epidemics; employment strike against a third-party; slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); or interruptions to transportation.

Under no circumstances will the following events constitute a Force Majeure Event: (i) any acts or omissions of any third party under the control or direction of a Party, including, without limitation, any vendor, customer, or supplier of the Party claiming Force Majeure Event, unless such acts or omissions themselves result from underlying Force Majeure Events; (ii) changes in economic or market conditions that affect the costs or benefits of a Party's performance or ADS's availability of funds to make payments due.

4.2 Notice and Mitigation. The Party affected by a Force Majeure Event will promptly notify the other Party in writing of such event, giving details of the Force Majeure Event, its anticipated effect on the affected Party's performance under this Agreement, and the steps that the affected Party is taking to remedy the delay. Upon the occurrence of a Force Majeure Event, the affected Party will, as promptly as practicable, use all reasonable efforts to eliminate the cause of such Force Majeure Event, reduce costs, and resume performance under this Agreement. Upon cessation of a Force Majeure Event, the affected Party will provide prompt written notice to the other Party.

4.3 Change in Law. If changes to an Applicable Law materially impact the enforceability or operation of this Agreement, the Parties will negotiate in good faith to amend this Agreement to preserve the benefits of this Agreement to each Party; provided that this Agreement will be enforced and implemented to the fullest extent permitted by Applicable Law, even if no such amendment is agreed to by the Parties.

ARTICLE 5 – LICENSING, INSURANCE. INDEMNIFICATION, RELEASE

5.1 Business License. ADS will obtain and maintain all business licenses and permits related to its business operations required by Applicable Law.

5.2 Insurance Coverage. ADS will maintain or cause its contractors to maintain the following insurance coverage, naming Provider as additional insured, until ADS's turnover and Provider's acceptance of the Infrastructure. ADS will provide the Provider with certificates of insurance for said coverage upon execution of this Agreement. All policies of insurance will be written by insurance companies licensed to conduct the business of insurance in Virginia and will carry the provision that the insurance will not be cancelled or materially modified by ADS without thirty (30) days prior written notice to the Provider:

(a) General Liability – in an amount not less than \$5,000,000 for any occurrence involving bodily injury, and not less than \$5,000,000 for any occurrence involving property damage. Coverage should be provided on a per Project/per location basis.

(b) Automobile Liability Policy – in an amount not less than \$2,000,000 combined single limit bodily injury and property damage. This coverage will include liability for use of hired and non-owned vehicles; and

(c) Workers' Compensation – in compliance with all states in which ADS does business, including Coverage B Employer's Liability in not less than the following amounts:

Bodily Injury by accident \$100,000 for each accident;

Bodily Injury by disease, \$500,000 policy limit; and

Bodily Injury by disease, \$100,000 for each employee.

(d) Professional Liability Insurance in an amount not less than \$5,000,000 per occurrence and \$15,000,000 in the aggregate. The amount of coverage may increase according to the project value.

5.3 Indemnification by ADS. ADS will indemnify, defend, and hold harmless the Provider Indemnified Parties from and against all third party claims, demands, injuries (including personal injury, death, and property damage) and legal proceedings and all resulting Damages to the extent arising from: (1) the negligence, gross negligence, or willful conduct of ADS or any of its Affiliates, officers, employees, agents, representatives, or contractors in connection with performance of ADS's obligations under this Agreement; (2) any violation of Applicable Law by ADS or any of ADS's Affiliates, officers, employees, agents, representatives, or contractors that occurs in the performance of ADS's obligations under this Agreement; (3) the failure by ADS to fulfill any of its obligations under this Agreement; **except that** the Provider Indemnified Parties will not be indemnified hereunder to the extent any Damages are solely attributable to the gross negligence or willful misconduct of any Provider Indemnified Party or the unexcused breach by Provider of any of its obligations under this Agreement.

5.4 Release by Provider. Provider hereby releases ADS and any of its Affiliates, officers, employees, agents, representatives, or contractors from any and all claims for Damages to the extent arising from (1) the negligence, gross negligence, or willful conduct of Provider or any of its officers, employees, agents, representatives, or contractors in connection with performance of Provider's obligations under this Agreement; (2) any violation of Applicable Law by Provider or any of Provider's officers, employees, agents, representatives, or contractors that occurs in the performance of Provider's obligations under this Agreement; (3) the failure by Provider to fulfill any of its obligations under this Agreement; and (4) the acts or omissions of any third party that is not under the control of ADS (for the avoidance of doubt, ADS's Affiliates, contractors, subcontractors, employees, and agents are considered to be under the control of ADS); **except that** nothing in this Section 5.4 will release ADS, its Affiliates, officers, employees, agents, representatives, and contractors from any claims for Damages to the extent they are solely attributable to the negligence, gross negligence, or willful misconduct of ADS its Affiliates, officers, employees, agents, representatives, or contractors or the unexcused breach by ADS of any of its obligations under this Agreement.

ARTICLE 6 – WARRANTIES AND COVENANTS

6.1 Supply Chain Standards. To the extent applicable to Provider's activities in connection with the Agreement, Provider will make its contractors aware of the Supply Chain Standards.

6.2 Confidentiality and Proprietary Information. Any nonpublic information made available by ADS to the Provider and any information made available by the Provider to ADS or otherwise created by ADS or the Provider that should reasonably be considered to be confidential (the “**Confidential Information**”) will be maintained as confidential to the maximum extent permitted by Applicable Law subject to the provisions of the Virginia Public Records Act (“**VPRA**”) and the Virginia Freedom of Information Act (“**FOIA**”). For the avoidance of doubt, information about ADS’s water usage, sewer usage, or basis of design is considered Confidential Information.

The Provider will provide information internally only to those individuals who need the information to facilitate the performance of this Agreement, and will direct any such person to:

- (a) use reasonable safeguards to maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by the ADS in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties’ performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

The Provider will:

- (a) maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by ADS in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties’ performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

ADS will direct any other party receiving Confidential Information from Provider to:

- (a) use reasonable safeguards to maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by the ADS in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties’ performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

ADS will:

- (a) maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by Provider in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties' performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

Each Party will promptly notify the other in the event of a security breach that could have impacted any electronic or tangible records relating to this Agreement.

The Parties acknowledge that Confidential Information maintained by or in the custody of the Provider is subject to the provisions of the VPRA and FOIA and thus is subject to the records retention and public disclosure requirements set forth in those statutes. The Provider, will, within two (2) business days (and in any event before any actual disclosure), notify ADS, in writing, of any disclosure requests for Confidential Information, including under such statutes or other similar statutes. Such written notice will be given even if the disclosure requests do not comply with Applicable Law or are exempt from disclosure under FOIA.

ADS will keep confidential all photographs, digital imagery, reports, information, or data given to ADS by the Provider or its Third-Party Engineer as well as any photographs, digital imagery, reports, drawings, studies, analysis, data tables, or calculations prepared by ADS under this Agreement. No release of any such data by ADS will be made to any individual or organization without the prior written approval of the Provider, which approval the Provider will be under no obligation to grant. ADS further agrees that it will fully obtain all rights and releases to photographs, digital imagery, reports, information, or data utilized in ADS's final report, drawings, and/or digital photo library before submission of the report and library to the Provider.

6.3 Public Announcements. The Parties will not issue, or allow a third party or Affiliate to issue, any public announcement, press release or public statement, or conduct press tours, regarding this Agreement without the other Party's prior written consent, not to be unreasonably withheld.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 Events of Default. Any of the following actions or inactions by a Party will constitute an “**Event of Default**” if such Party (the “**Defaulting Party**”):

(a) **Breach of Obligations.** Fails to perform any material obligations or covenants under this Agreement, which failure continues for 30 days after written notice from the other Party (“**Non-Defaulting Party**”).

(b) **Insolvency.** (i) Becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they becomes due; (ii) makes a general

assignment, arrangement, or composition with or for the benefit of its creditors; (iii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, which proceeding is not dismissed, stayed, or vacated within 30 days thereafter; (iv) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (v) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for it or for all or substantially all of its assets; (vi) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets; (vii) causes or is subject to any event with respect to which, under the Applicable Law of any jurisdiction, has an analogous effect to any of this events specified in clauses (i) to (vi) inclusive; or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

7.2 Remedies for Event of Default. Upon the occurrence of an Event of Default and notice to the Defaulting Party, the Non-Defaulting Party may avail itself of any or all of the following remedies:

- (a) Suspend performance of its obligations under this Agreement;
- (b) Receive, if so ordered by a court of competent jurisdiction, from the Defaulting Party direct Damages incurred by the Non-Defaulting Party in connection with such Event of Default;
- (c) Terminate this Agreement upon 30 days' written notice; provided, that if in the Event of Default cannot be cured within 30 days of the notice of intent to terminate, but the Defaulting Party is working diligently to cure such Event of Default, then the 30-day cure period will be extended day-for-day up to a total of 90 days so long as (i) the Event of Default remains reasonably susceptible to cure and (ii) the Defaulting Party provides periodic (not less than weekly) updates regarding its efforts and progress.

7.3 Limitation of Damages. Damages payable under this Agreement will be limited to direct Damages. Neither Party will be liable for indirect, special, consequential, incidental, exemplary, or punitive Damages including, without limitation, lost profits, lost production, or lost revenues, arising out of this Agreement, except to the extent resulting from a Party's indemnification obligations under this Agreement. ADS's indemnity and insurance requirements and the Provider's rights under those requirements set out in Sections 5.2, and 5.3 will not be limited by this Section 7.3.

7.4 No Waiver. A Party's failure at any time or times to require strict performance by the other Party of any provision of this Agreement will not waive, affect, or diminish any right of such Party thereafter to demand strict compliance and performance herewith or therewith. Any suspension or waiver of an Event of Default will not suspend, waive, or affect any other Event of Default whether the same is prior or subsequent thereto and whether the same or of a different type. No waiver is effective unless signed in a non-electronic form by the waiving Party.

ARTICLE 8 – MISCELLANEOUS

8.1 **Notices.** Each Party consents to electronic signatures. All notices under this Agreement must be written, and in English, and notice will be deemed effective when received. All notices will be sent in accordance with the Cover Sheet. Either Party may from time to time change its notice address by giving the other Party notice of the change in accordance with this Section 8.1.

8.2 **Severability.** If any court of competent jurisdiction or applicable Governmental Authority finds any part of this Agreement invalid or unenforceable, then that part is deemed modified to the extent necessary to render it valid and enforceable. If it cannot be so saved, it will be severed, and the remaining parts will remain in full force and effect.

8.3 **Assignment.** Except as provided in this Section 8.3, neither Party may assign this Agreement without the other Party's prior written consent, which will not be unreasonably withheld. ADS may assign this Agreement to an Affiliate of ADS without Provider's consent.

8.4 **Non-Waiver.** A waiver of one breach under this Agreement is not a waiver of any other breach. No waiver is effective unless signed in a non-electronic form by the waiving Party.

8.5 **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, excluding its conflicts of law provisions. Disputes under or related to this Agreement and the ADS Security will be resolved in the Spotsylvania County Circuit Court or the U.S. District Court for the Eastern District of Virginia, Richmond Division, as applicable. The Parties agree to this venue and jurisdiction and waive all defenses of lack of personal jurisdiction and inconvenient forum.

8.6 **Waiver of Jury Trial.** Each Party waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect of any dispute arising out of or relating to this Agreement.

8.7 **Survival.** Section , 2.2, Section 5.3, Section 5.4, Article 6, Section 7.2(b), Section 7.3, and Article 8, and Article 9 will survive the expiration or termination of this Agreement. Section 1.5 will survive the termination of this Agreement upon the Provider's acceptance of any Infrastructure into its System. All Sections referenced above will include all subsections thereof and all articles referenced above will include all sections and subsections thereof.

8.8 **No-Third Party Beneficiaries.** Nothing in this Agreement will provide any benefit to any third-party or entitle any third-party to any claim, cause of action, remedy, or right of any kind.

8.9 **Relationship of Parties.** The Parties are independent contractors, and nothing in this Agreement creates an employer-employee relationship, a partnership, joint venture, or other relationship between the Parties. Neither Party has authority to assume or create obligations of any kind on the other's behalf.

8.10 **Entire Agreement; Counterparts.** This Agreement, together with all incorporated exhibits and schedules, constitute the complete and final agreement of the Parties pertaining to the terms in this Agreement and supersede the Parties' prior related agreements,

understandings, and discussions. This Agreement will not supersede the Economic Development Local Performance Agreement or the Proffers. Each Party will accept electronic signatures for the execution of this Agreement and execution may be conducted in counterparts, each of which (including signature pages) is an original, but all of which together is one and the same instrument.

8.11 Subject to Applicable Law. This Agreement and the actions of the Parties are subject to Applicable Law.

8.12 Subject-to-Appropriations; No Pledge of Credit. Nothing herein will be interpreted or operate as a pledge of the full faith and credit of the Provider, or will bind the Provider to appropriate funds for expenditures related to this Agreement. All payments and other performances by the Provider under this Agreement are subject to and conditioned upon appropriations by the Board. The Provider cannot expend funds unless appropriated by the Board, and one Board cannot obligate a future Board. It is understood and agreed among the Parties that the Provider will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. Under no circumstances will the Provider's total liability under this Agreement exceed the total amount of funds appropriated by the Board for the payments hereunder for the performance of this Agreement. Therefore, notwithstanding any provision of this Agreement to the contrary, if the Board fails to appropriate funds for the continuance of this Agreement, all obligations hereunder will be automatically suspended upon depletion to the then currently appropriated or allocated funds until a subsequent Board appropriates additional funds or this Agreement is terminated. The Parties hereby agree that a subsequent Board will not be obligated in any way to appropriate funds hereunder. All funding provided by ADS to the Provider shall be returned to the Provider if not appropriated by the Board for the purposes of this Agreement.

8.13 Nonwaiver, and Superseding Effect, of the Proffers and the Rights and Liabilities Thereunder. Notwithstanding anything in this Agreement to the contrary, this Agreement will not in any way limit or waive the Proffers or the Parties' rights, liabilities, and duties in the Proffers. If there is a conflict between this Agreement and the Proffers, terms of the Proffers will govern and control.

8.14 Sovereign Immunity, Nonwaiver. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement constitutes a waiver of sovereign immunity or any other immunity rights that exist or may now or may exist in the future for the Provider or its respective officers and employees under Applicable Law.

ARTICLE 9 – DEFINITIONS AND INTERPRETATION

9.1 Interpretation. The Parties have fully negotiated this Agreement, and it will be interpreted according to the plain meaning of its terms without any presumption that it should be construed either for or against either Party. Words, phrases or expressions not otherwise defined in this Agreement that (i) have a generally accepted meaning in Good Utility Practice will have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Good Utility Practice but that have well known and generally accepted technical or

trade meanings, will have such recognized meanings. The symbol “\$” refers to United States Dollar.

9.2 **Definitions.** As used in this Agreement, the following terms will have the meanings set forth below:

- (a) “**ADS Security**” is defined in Section 2.2(c).
- (b) “**Affiliate**” means, with respect to any person, each person that directly or indirectly controls, is controlled by, or is under common control with such designated person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any person, will mean (a) the direct or indirect right to cast at least 50% of the votes exercisable at an annual general meeting (or its equivalent) of such person or, if there are no such rights, ownership of at least 50% of the equity or other ownership interest in such person, or (b) the right to direct the policies or operations of such person.
- (c) “**Applicable Law**” means all laws, statutes, rules, regulations, ordinances, codes, judgments, orders, approvals, tariffs, decrees, proffers, and other pronouncements (all as may be amended or recodified from time to time) having the effect of law of any Governmental Authority including, but not limited to, those referenced in Table 3.
- (d) “**Board**” means the Spotsylvania County Board of Supervisors.
- (e) “**Damages**” means any liability, judgement, fine, penalty, settlement, expense and cost (including reasonable attorney’s fees).
- (f) “**Design Specifications**” means the utility infrastructure designs as described in Exhibits 1 through 4.
- (g) “**Design Standards Manual**” or “**DSM**” means the regulatory manual adopted by the Board that establishes the generally applicable standards and conditions related to the construction of water, sewer, and reclaimed water utility infrastructure and its connection to the System.
- (h) “**Good Utility Practice**” means any of the practices, methods, and acts engaged in or approved by a significant portion of the water utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the industry.
- (i) “**Governmental Authority**” means any national, state, provincial, local, tribal or municipal government, any political subdivision thereof or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality,

authority, body, agency, department, bureau, or entity with authority to bind a Party in law.

- (j) **“Infrastructure”** means any and all of the facilities that will provide each Provider Services to the Projects, as set forth in the Design Specifications and the Key Terms.
- (k) **“Latecomer”** means any person who in the future receives reclaimed water services through the Reclaimed Water System constructed pursuant to this Agreement within 10 years of the date of the completion of that Infrastructure.
- (l) **“LLE”** means long lead equipment.
- (m) **“MWWTP”** means the Massaponax Waste Water Treatment Plant.
- (n) **“Potable Water System”** means a potable water supply system owned and operated by Provider to provide potable water to residents and businesses that are customers of Provider.
- (o) **“Proffers”** means, collectively, the proffers approved by the Spotsylvania County Board of Supervisors on October 10, 2023 as a condition of rezoning: Spotsylvania Tax Map Numbers 51-A-20, 50-A-79A, 50-15-1, and 50-A-77 (portion), consisting collectively of approximately 313.77 acres, located on Flippo Drive in Spotsylvania County, Virginia (Carter’s Store Tech); Spotsylvania County Tax Map Parcel Numbers 36-A-43K, 50-A-113, 50-A-114, 50-A-126, 50-A-112, 36-A-46, 36-A-43P, 36-A-51C, 50-A-132E, and 50-A-131A, consisting collectively of approximately 329.39 acres, being located in Spotsylvania County, Virginia, (Cosner Tech); Spotsylvania County Tax Map Parcel 51-A-33, consisting collectively of approximately 231.66 acres, located on Summit Crossing Road in Spotsylvania County, Virginia (Summit Crossing Tech).
- (p) **“Projects”** means the development of data centers and related infrastructure at the Cosner Tech, Carter’s Store Tech, and Summit Crossing Tech locations as identified in Exhibit 6.
- (q) **“Provider Indemnified Party”** means Provider and its respective officers, employees, agents, representatives, successors, and assigns.
- (r) **“Provider Services”** means the water services meeting the Service Specifications set forth in Table 1 of the Cover Sheet.
- (s) **“Reclaimed Water System”** means that water system owned and operated by Provider to supply Level 1 reclaimed water for cooling purposes to industrial users of Provider.
- (t) **“Sewer System”** means a sewer system owned and operated by Provider that received and treats wastewater from customers of the Provider.
- (u) **“Site Plan”** means a site plan approved by the Spotsylvania County Planning Office, or any successor office or agency related to the Projects.
- (v) **“System”** or **“Systems”** means, collectively, the Potable Water System, the Sewer System, and the Reclaimed Water System collectively as applicable.

(w) “**Supply Chain Standards**” means the supply chain standards available at: <https://sustainability.aboutamazon.com/people/supply-chain>, as amended from time to time.

(x) “**Table 1**” is defined in Section 1.1(a)(i).

Agreed to by the Parties as of the Effective Date:

Amazon Data Services, Inc.

Signed by:
By: Josh Weissman
B8784E59B2CD47C...

Name: Josh Weissman

Title: Authorized Signatory

Date Signed: September 12, 2024

SPOTSYLVANIA COUNTY

By: *Ed Petronitch*

Name: Ed Petronitch

Title: County Administrator

Date Signed: August 26, 2024

Approved as to form:

By: *Karl R. Holsten*

Name: Karl R. Holsten

Title: County Attorney



Exhibit 1
Interim and Emergency Cooling Water;
Potable Water
Design Specifications

COSNER TECH SITE

Interim and emergency cooling water and domestic potable water will be provided by the following infrastructure improvements:

- Massaponax Church Road Waterline Phase 1A and Phase 1B Potable Improvements: An approximately 5,200-foot water main extension from the existing 8” and 6” water mains located near 4100 Massaponax Church Road to the Cosner Tech site entrance (Phase 1A). An approximately 4,300-foot water main extension from approximately 3510 Massaponax Church Road south along Massaponax Church Road to the Cosner Tech site entrance (Phase 1B).
- Massaponax Church Road Waterline Phase 2 Additional Potable Improvements: In addition to the Phase 1A and 1B Potable Improvements, additional watermain extension improvements will be required to provide long-term resilient potable water and fire flow service to all three Projects. These Phase 2 Additional Potable Improvements will include an approximately 12,000-foot-long watermain extension from 4100 Massaponax Church Road along Massaponax Church Road to Route 1 along an alignment to be established by the Provider.
- If the Provider determines that domestic and emergency potable water storage and a booster pump station are required, then the booster pump station will include the following:
 - Potable water storage and booster pumping station on the Cosner Tech campus, outside of the secured area. The storage and booster pumping station must be designed with the ability to serve future campuses at Carter’s Store Tech and Summit Crossing Tech.
 - The size of the potable water storage and booster pumping station will be determined by the Provider during the preliminary engineering phase.
 - The booster pumping station will be designed to (i) pump potable water to onsite storage tanks at the Carter’s Store Tech site and (ii) pump potable water to onsite storage tanks at the Summit Crossing Tech site.
 - The booster pump station will be designed to provide the flow rates set forth in Table 1.

CARTER'S STORE TECH SITE

Interim cooling water service is not required for the Carter's Store Tech site. Improvements required to provide permanent cooling water service will be completed ahead of occupancy of the first building on the site. Emergency cooling water and domestic potable water will be provided via extension of potable water infrastructure from Massaponax Church Road Waterline to the Carter's Store Tech campus, and any required related infrastructure, such as a pump station. The Provider will determine the design during the preliminary engineering phase.

SUMMIT CROSSING TECH SITE

Interim cooling water service is not required for the Summit Crossing Tech site. Improvements required to provide permanent cooling water service and domestic potable water will be completed ahead of occupancy of the first building on the site. Emergency cooling water will be provided via extension of potable water infrastructure from the entrance of the Carter's Store Tech campus to the Summit Crossing Tech campus and any required related infrastructure. The Provider will determine the design during the preliminary engineering phase.

Exhibit 2
Permanent Cooling Water
Design Specifications

COSNER TECH SITE

Treated effluent (reclaimed water) from MWWTP will be conveyed to the Cosner Tech site to provide Level 1 reuse permanent cooling water service. ADS's direct evaporative cooling (DEC) system will be designed to use reclaimed water supplied by Provider and discharge noncontact cooling water to the sanitary sewer system. The permanent cooling water infrastructure will be comprised of: (1) MWWTP Improvements, including a reclaimed water pumping station at the MWWTP, (2) a 6-mile-long reclaimed water transmission pipeline to the Cosner Tech site, and (3) a reclaimed water storage and booster pumping station at the Cosner Tech site.

(1) MWWTP Improvements:

- Improvements at MWWTP to achieve Level 1 reuse production. All necessary treatment and storage to accommodate Level 1 reuse production with a capacity minimum of 7 million gallons per day ("MGD").
- Upgrades to treatment and storage at the MWWTP are required to meet permit requirements, including but not limited to effluent limits for bacteria, biological oxygen demand, residual total chlorine minimum, and turbidity. Necessary plant improvements are expected to include improvements to the plant's secondary filtration and disinfection systems and additional storage. The Provider will determine the required improvements during the preliminary engineering phase.
- Reclaimed water pumping station at the MWWTP:
 - A minimum of 7 MGD reclaimed water pumping station at the MWWTP will be designed to convey reclaimed water from the MWWTP to the Cosner Tech site Reclaimed Water Storage and Booster Pumping Station described below via an approximately 6-mile reclaimed water conveyance pipeline described below.
 - The reclaimed water pumping station will be designed with full (N+1) redundancy, including the power feed and backup systems.

(2) Conveyance pipeline

- An approximately 6-mile reclaimed water conveyance pipeline to convey reclaim water between the pumping station at MWWTP and the pumping station at Cosner Tech. The Provider will determine the design during the preliminary engineering phase.

(3) Reclaimed booster pumping station and associated water storage at Cosner Tech site:

- A reclaimed water storage and booster pumping station on the Cosner Tech campus, outside of the secured area. The storage and booster pumping station must be designed with the ability to serve future campuses at Mattameade Tech, Carter's Store Tech and Summit Crossing Tech.
- The Provider will determine the design of the reclaimed water storage and booster pumping station during the preliminary engineering phase.

- The booster pumping station will be designed to (1) pump reclaimed water to the on-site storage tanks at the Cosner Tech Site, (2) pump reclaimed water to the Mattameade Tech site, (3) pump reclaimed water to onsite storage tanks at the Carter's Store Tech site, and (4) pump reclaimed water to onsite storage tanks at the Summit Crossing Tech site. The pumping station will be designed to provide the flow rates set forth in Table 1.

CARTER'S STORE TECH SITE

Reclaimed water will be conveyed from the Cosner Tech booster pumping station to entrance to the Carter's Store Tech site, utilizing a pipeline that is approximately 1 mile long. The Provider will determine the design during the preliminary engineering phase.

SUMMIT CROSSING TECH SITE

Reclaimed water will be conveyed from the Cosner Tech booster pumping station to the entrance to the Summit Crossing Tech site, utilizing the Carter's Store extension and an additional pipeline that is approximately 1.5 miles long. The Provider will determine the design of the following during the preliminary engineering phase:

- An approximately 6-mile-long reclaimed water conveyance pipeline from MWWTP to the Cosner Tech site. An approximately 1-mile-long conveyance pipeline from Cosner Tech booster pumping station to the Carter's Store Tech site entrance. An approximately 1.5-mile-long conveyance pipeline between Carter's Store Tech site entrance and the Summit Crossing Tech Site entrance.
- The Provider will determine pipeline sizes during the preliminary engineering phase.
- The preliminary pipeline route has been identified by the Provider and will be confirmed by the Provider during the preliminary engineering phase.
- Design to provide for surge pressures and allow for surge relief.
- Design to include directional drilling and other approaches as needed for stream and other environmentally sensitive crossings.
- Design to take wetlands permitting versus directional boring into consideration as timelines allow.

Exhibit 3

Permanent Spent Cooling Water Discharge Design Specifications

COSNER TECH SITE

Spent cooling water will be permanently discharged from the Cosner Tech site through a private on-site lift station and forcemain that will discharge into an existing 30-inch public sewer along Massaponax Church Road.

CARTER'S STORE TECH SITE

Spent cooling water will be permanently discharged from the Carter's Store Tech site to closest appropriate sewer main. The Provider will determine the design during the preliminary engineering phase.

SUMMIT CROSSING TECH SITE

Spent cooling water will be permanently discharged from the Summit Crossing Tech site to closest appropriate sewer main. The Provider will determine the design, including the possible inclusion of a booster station, during the preliminary engineering phase.

Exhibit 4
Domestic Sewer Service
Design Specifications

COSNER TECH SITE

Domestic sewer service to Cosner Tech will be provided by an on-site private pump station and forcemain that will discharge to an existing public gravity sewer. General conveyance will align with Infrastructure improvements delivered to provide permanent spent cooling water discharge service as described in Exhibit 3.

CARTER'S STORE TECH SITE

Domestic sewer service to Carter's Store Tech will be permanently discharged from the Carter's Store Tech site to closest appropriate sewer main. The Provider will determine the design during the preliminary engineering phase.

SUMMIT CROSSING TECH SITE

Domestic sewer service to Summit Crossing Tech will be permanently discharged from the Summit Crossing Tech site to closest appropriate sewer main. The Provider will determine the design, including possible booster station, during the preliminary engineering phase.

Exhibit 5
Form of ADS Parent Guaranty

LIMITED PARENT GUARANTY

This Limited Parent Guaranty ("Guaranty"), effective _____, is made by Amazon.com, Inc. ("Amazon.com") to and for the benefit of _____ ("Beneficiary"). Capitalized terms not otherwise defined herein have the meanings specified in the Contract (as defined below).

Recitals

- A. _____, a directly or indirectly wholly owned subsidiary of Amazon.com ("Subsidiary"), and Beneficiary are parties to that certain _____ Agreement (the "Contract") effective _____.
- B. In order to be assured of payment under the Contract, Beneficiary desires that Amazon.com guaranty the performance of certain payment obligations as set forth herein.

Guaranty

In consideration of the foregoing and to induce Beneficiary to enter into the Contract, Amazon.com agrees as follows.

1. Amazon.com unconditionally and absolutely guarantees to Beneficiary Subsidiary's performance when due and owing of all present and future payment obligations not paid in accordance with the terms of the Contract by Subsidiary. Notwithstanding anything to the contrary set forth in this Guaranty, Amazon.com's maximum cumulative liability under this Guaranty shall be \$_____ (the "Guaranty Cap").
2. Under this Guaranty, Amazon.com shall perform (or cause Subsidiary to perform) all payment obligations in accordance with the terms and conditions of the Contract.
3. Amazon.com promises to pay all amounts guaranteed promptly upon receipt of a written notice from Beneficiary which evidences (i) Subsidiary's non-performance of its payment obligations under the Contract, and (ii) Beneficiary's first having demanded payment from Subsidiary in writing, which Subsidiary has not honored. Except to the extent of the demand requirement set forth in this Section 3, Amazon.com waives protest and notice of dishonor or default. This is a guaranty of payment only, and not of collection.
4. This Guaranty is governed as to its validity, construction and performance by the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions.
5. Amazon.com agrees that this Guaranty is a continuing guaranty and shall remain in full force and effect until all payment obligations under the Contract have been performed as set forth in the Contract, subject to Section 1 above.
6. This Guaranty is binding upon and inures to the benefit of Amazon.com and Beneficiary and their respective successors and assigns.

- 7. Amazon.com has all rights and defenses that each Subsidiary may have to any payment obligation, except that the liability of Amazon.com is not affected by (a) any defense based upon an election of remedies by Beneficiary that destroys or otherwise impairs the subrogation rights of Amazon.com or the right of Amazon.com to proceed against any Subsidiary for reimbursement; (b) any duty on the part of Beneficiary to disclose to Amazon.com any facts Beneficiary may know about any Subsidiary, it being agreed that Amazon.com is fully responsible for being and keeping informed of the financial condition of each Subsidiary and of all circumstances bearing on the risk of non-payment of the payment obligations; or (c) any defense arising from the bankruptcy or insolvency of any Subsidiary.
- 8. All notices hereunder will be given in writing, will refer to this Guaranty and will be personally delivered or sent by overnight courier, or registered or certified mail (return receipt requested). Notices to Amazon.com will be delivered at the following addresses:

Mail

Courier

Amazon.com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226
Attn. (insert Amazon business)

Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109
Attn. (insert Amazon business)

With a copy to:

With a copy to:

Amazon.com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226
Attn. General Counsel (insert Business)

Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109
Attn. General Counsel (insert Business)

Amazon.com may from time to time change such address by giving Beneficiary notice of such change in accordance with this Section 8.

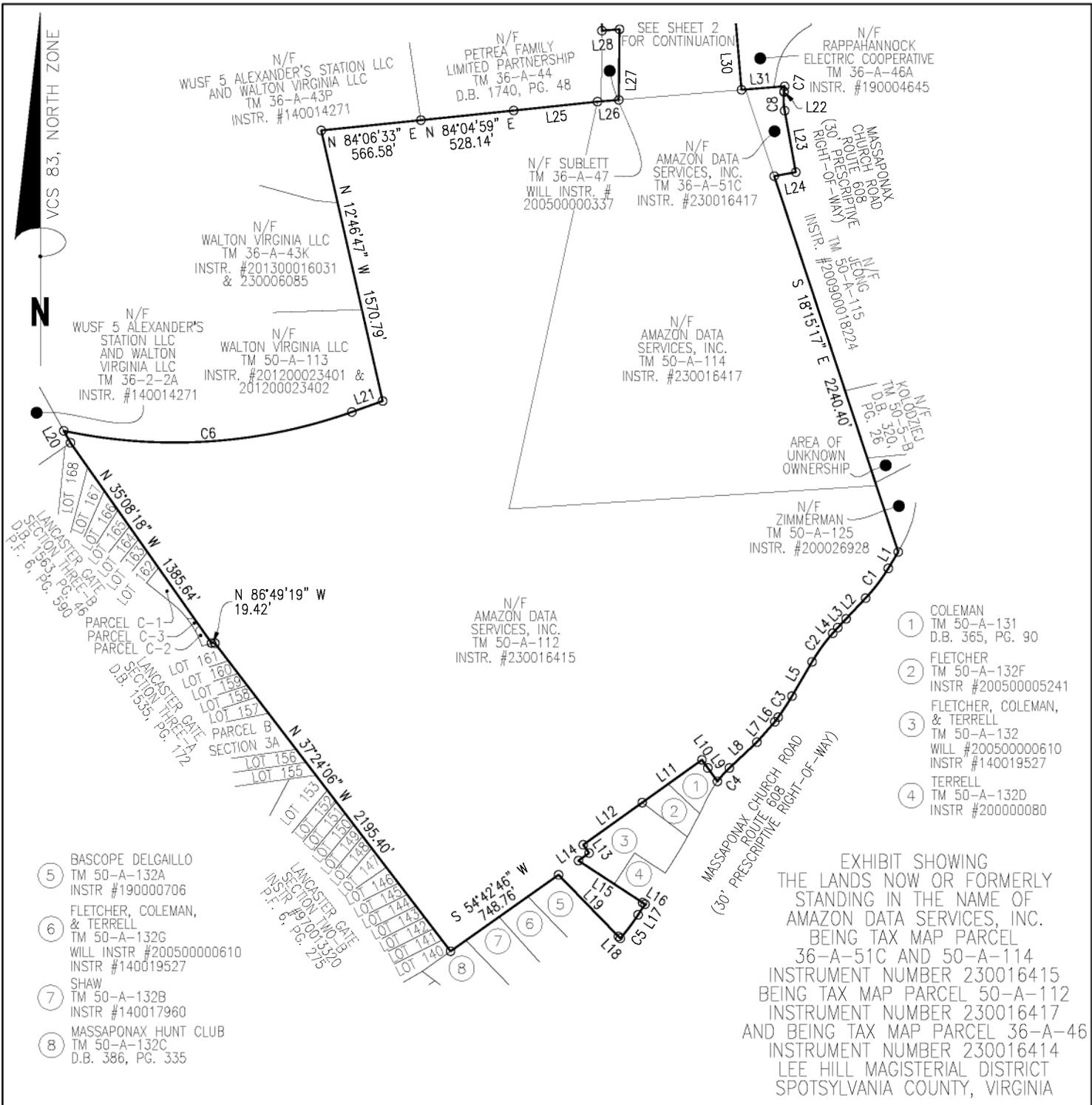
AMAZON.COM, INC.

By: _____
Printed Name: _____
Title: _____
Date Signed: _____



Exhibit 6
Identification of Projects





- ① COLEMAN
TM 50-A-131
D.B. 365, PG. 90
- ② FLETCHER
TM 50-A-132F
INSTR #200500005241
- ③ FLETCHER, COLEMAN,
& TERRELL
TM 50-A-132
WILL #200500000610
INSTR #140019527
- ④ TERRELL
TM 50-A-132D
INSTR #200000080

- ⑤ BASCOPE DELGAILLO
TM 50-A-132A
INSTR #190000706
- ⑥ FLETCHER, COLEMAN,
& TERRELL
TM 50-A-132G
WILL INSTR #200500000610
INSTR #140019527
- ⑦ SHAW
TM 50-A-132B
INSTR #140017960
- ⑧ MASSAPONAX HUNT CLUB
TM 50-A-132C
D.B. 386, PG. 335

EXHIBIT SHOWING
THE LANDS NOW OR FORMERLY
STANDING IN THE NAME OF
AMAZON DATA SERVICES, INC.
BEING TAX MAP PARCEL
36-A-51C AND 50-A-114
INSTRUMENT NUMBER 230016415
BEING TAX MAP PARCEL 50-A-112
INSTRUMENT NUMBER 230016417
AND BEING TAX MAP PARCEL 36-A-46
INSTRUMENT NUMBER 230016414
LEE HILL MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

SHEET 1 OF 2 CONTAINING ~ 329.378 ACRES

DWG: P:\8186 - ALEXANDER'S CROSSING\8186-01-007 (SUR) - PLAT\SURVEY\PLATS\EXHIBITS\100475-A-MP-006 Cosners.dwg DATE: 7/15/24



REVISION	

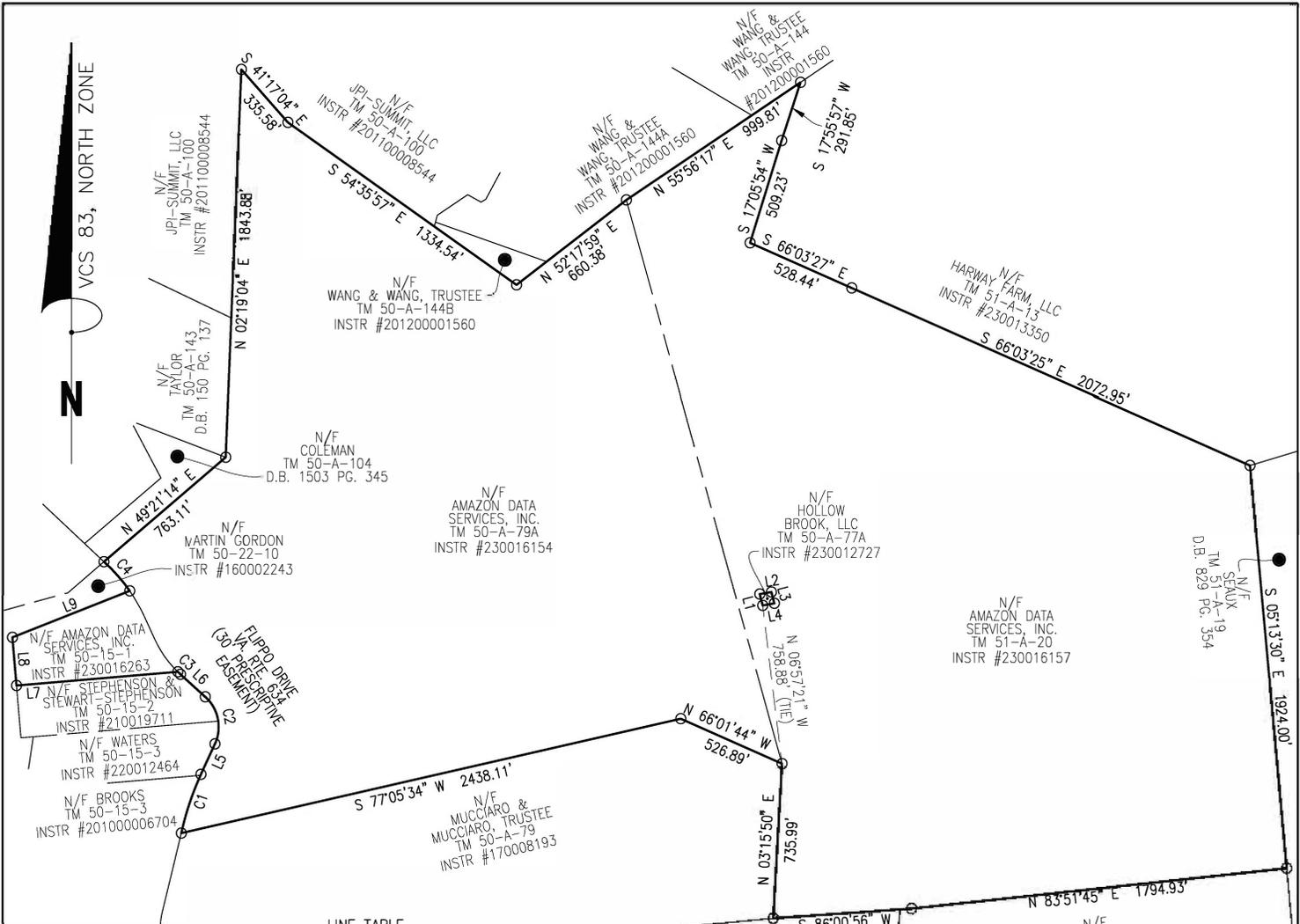
Cosner Tech

Bowman Consulting Group, Ltd. Phone: (540) 371-0268
1300 Central Park Blvd. Fax: (540) 371-3479
Fredericksburg, Virginia 22401 www.bowman.com

NOT A FORMAL SUBDIVISION PLAT;
EXHIBIT ONLY FOR GENERAL
PROPERTY DESCRIPTION

© Bowman Consulting Group, Ltd.

SCALE: 1" = 800'



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 14°32'33" W	55.80'
L2	N 79°48'05" E	56.55'
L3	S 14°32'33" E	55.80'
L4	S 79°48'05" W	56.55'
L5	N 24°40'31" E	159.50'
L6	N 47°46'06" W	159.50'
L7	S 85°09'22" W	770.22'
L8	N 04°50'38" W	229.85'
L9	N 68°22'02" E	600.22'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	1373.72'	295.48'	N 18°30'48" E	294.91'	121°9'26"	148.31'
C2	193.42'	244.56'	N 11°32'47" W	228.59'	72°26'41"	141.68'
C3	516.17'	17.28'	N 46°48'33" W	17.28'	1°55'06"	8.64'
C4	798.97'	185.50'	N 41°25'29" W	185.08'	13°18'09"	93.17'

EXHIBIT SHOWING THE LANDS NOW OR FORMERLY STANDING IN THE NAME OF AMAZON DATA SERVICES, INC. BEING TAX MAP PARCEL 51-A-20 INSTRUMENT NUMBER 230016157 TAX MAP PARCEL 50-A-79A INSTRUMENT NUMBER 230016154 AND TAX MAP PARCEL 50-15-1 INSTRUMENT NUMBER 230016263 LEE HILL MAGISTERIAL DISTRICT SPOTSYLVANIA COUNTY, VIRGINIA

CONTAINING ~ 315.167 ACRES

DWG: P:\8186 - ALEXANDER'S CROSSING\8186-01-007 (SUR) - PLAT\SURVEY\PLATS\EXHIBITS\100475-A-MP-004 Carters.dwg DATE: 7/15/24



REVISION	

Carter's Store Tech

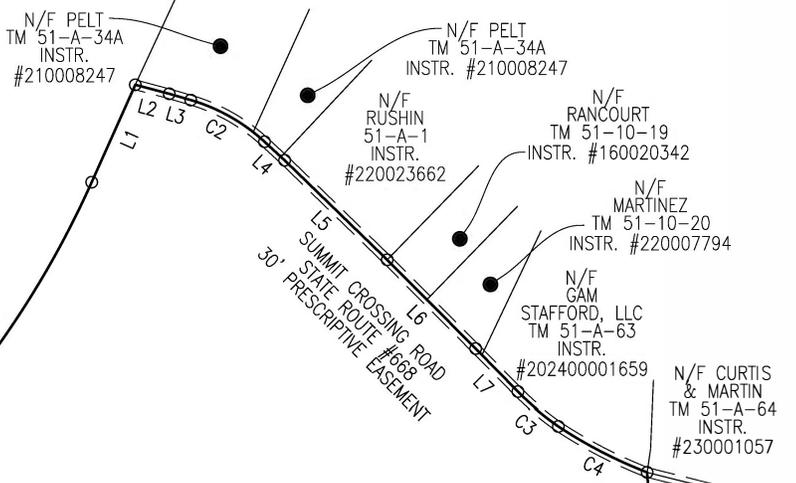
NOT A FORMAL SUBDIVISION PLAT; EXHIBIT ONLY FOR GENERAL PROPERTY DESCRIPTION

Bowman Consulting Group, Ltd. Phone: (540) 371-0268
 1300 Central Park Blvd. Fax: (540) 371-3479
 Fredericksburg, Virginia 22401 www.bowman.com

© Bowman Consulting Group, Ltd.

SCALE: 1" = 800'

EXHIBIT SHOWING
THE LANDS NOW OR FORMERLY
STANDING IN THE NAME OF
AMAZON DATA SERVICES, INC.
BEING TAX MAP PARCEL 51-A-33
INSTRUMENT NUMBER 230016156
LEE HILL MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA



N/F/
CSX TRANSPORTATION, INC.
D.B. 1081, PG. 207

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 24°06'26" E	335.08'
L2	S 75°09'09" E	110.25'
L3	S 73°43'24" E	70.38'
L4	S 47°19'51" E	85.89'
L5	S 45°51'37" E	449.00'
L6	S 44°51'42" E	393.66'
L7	S 44°32'46" E	189.29'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	3004.93'	1624.80'	N 39°35'51" E	1605.08'	30°58'50"	832.79'
C2	582.71'	268.42'	S 60°31'38" E	266.05'	26°23'33"	136.63'
C3	888.80'	166.00'	S 49°53'48" E	165.76'	10°42'04"	83.24'
C4	1475.70'	314.76'	S 62°39'27" E	314.16'	12°13'15"	157.98'

N/F
AMAZON DATA
SERVICES, INC.
TM 51-A-33
INSTR. #230016156

N/F
CRISMOND
TM 51-A-32
D.B. 1029, PG. 9

N 07°03'49" W 2008.46'

S 82°12'56" W 2887.85'

N/F
CRISMOND
TM 51-A-31
D.B. 1029, PG. 9

CONTAINING ~ 229.466 ACRES

DWG: V:\100475 - WALTON AND POTOMAC CHURCH - REZONINGS\100475-02-001 (SUR)\SURVEY\PLATS\100475-A-MP-007 Summit.dwg DATE: 7/17/24



REVISION	

Summit Crossing Tech

Bowman Consulting Group, Ltd. Phone: (540) 371-0268
1300 Central Park Blvd. Fax: (540) 371-3479
Fredericksburg, Virginia 22401 www.bowman.com

NOT A FORMAL SUBDIVISION PLAT;
EXHIBIT ONLY FOR GENERAL
PROPERTY DESCRIPTION

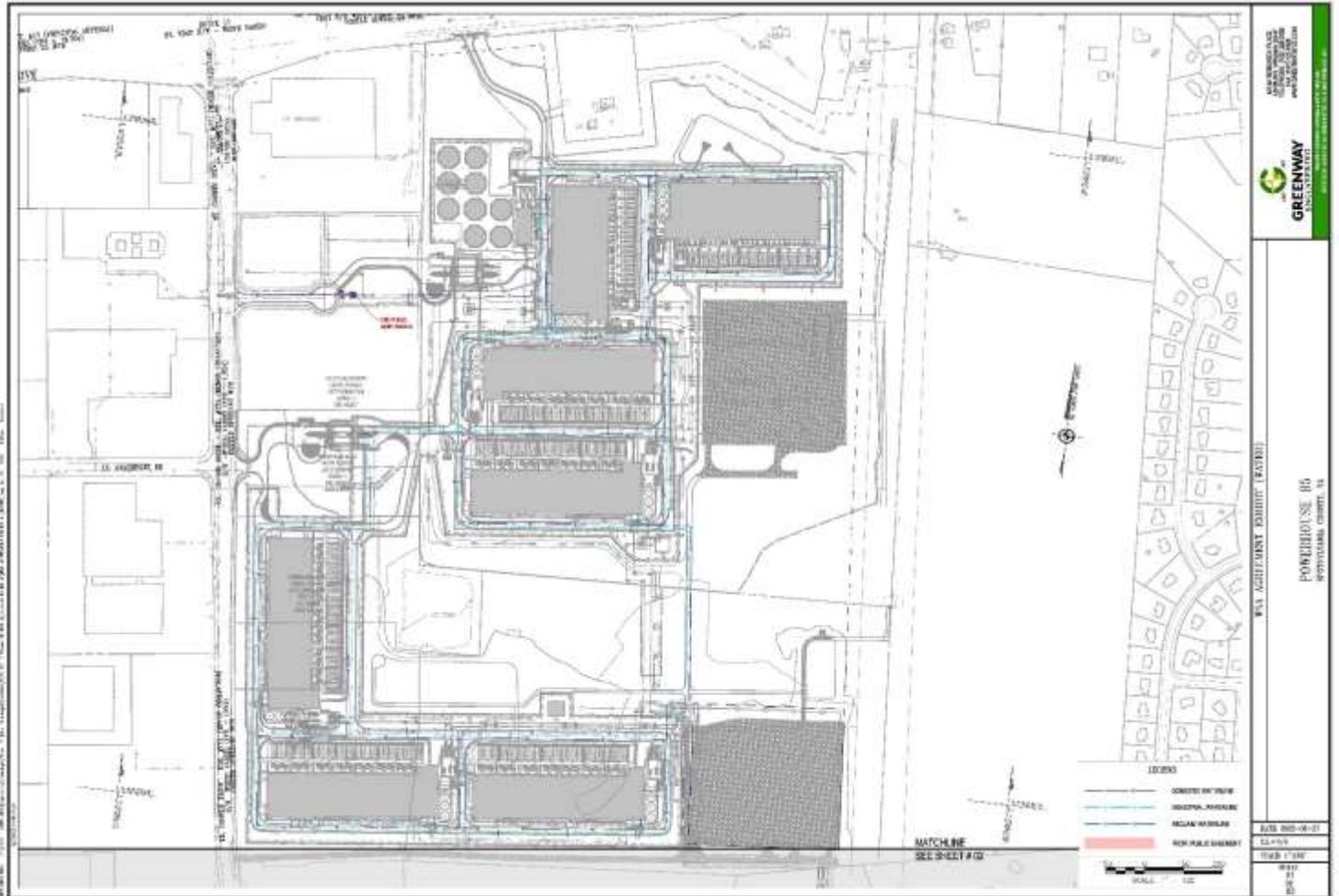
© Bowman Consulting Group, Ltd.

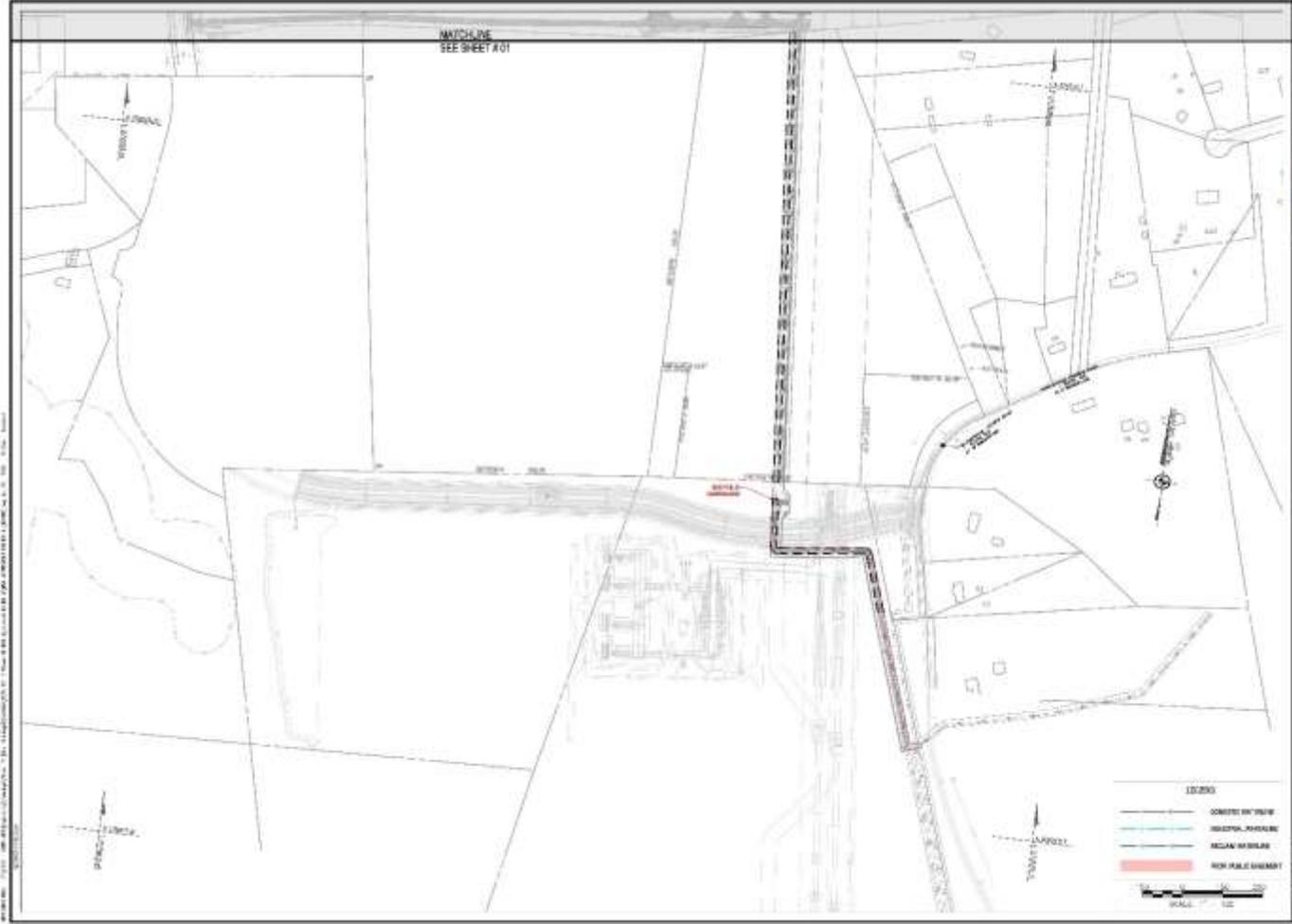
SCALE: 1" = 600'



Exhibit 2

PH95 Connection Location to Level 1 Reuse Distribution





MATCH LINE
SEE SHEET #01



GREENWAY

 CONSULTANTS

WVA AGRICULTURE EXHIBIT (EXHIBIT 1)

FLOORHOUSE 06

WASHINGTON COUNTY, VA

DATE: 08-05-16 (1)

SCALE: 1"=20'

SHEET: 1 OF 1

DRAWN BY:

LEGEND

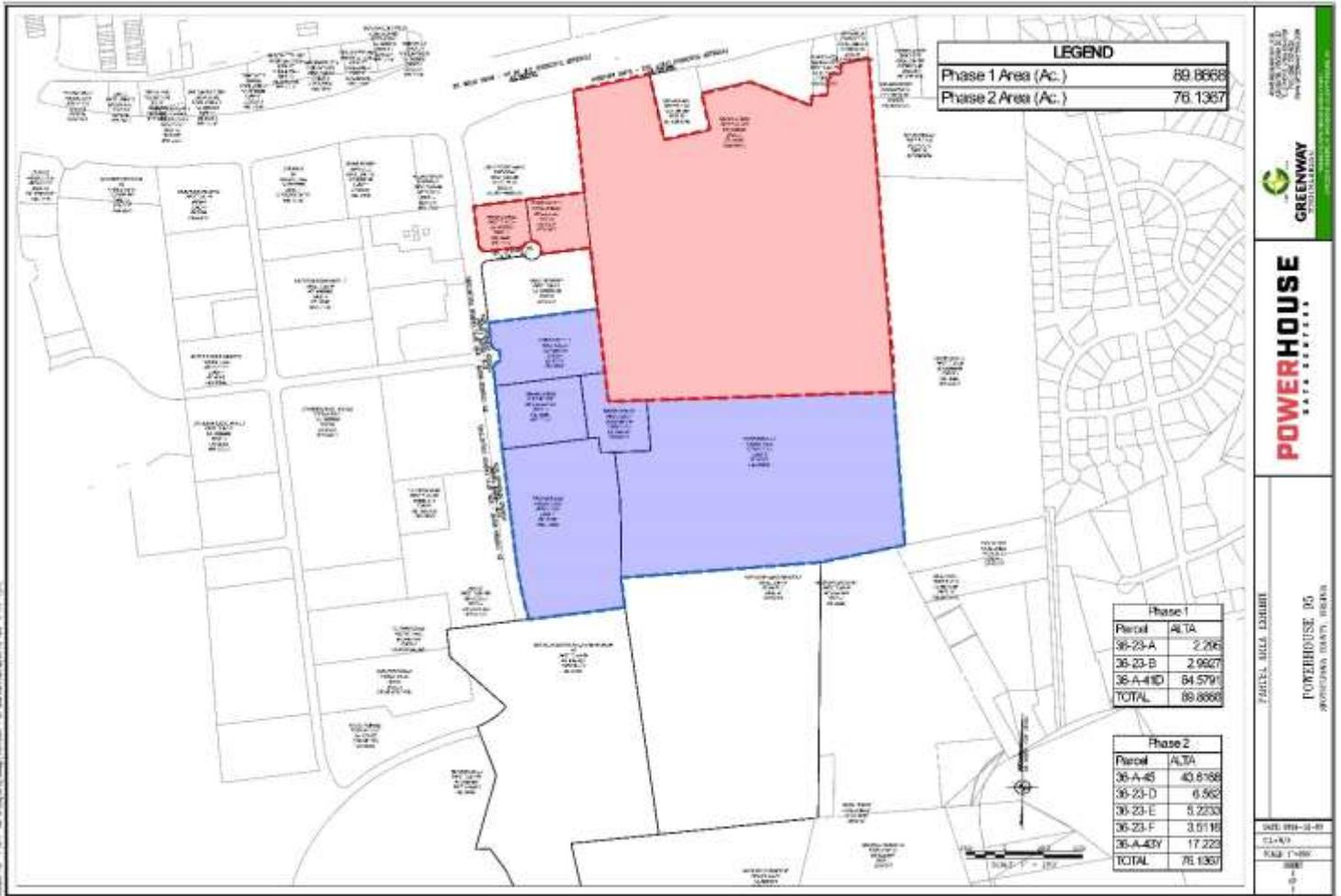
-  CONVERSION FROM
-  EXISTING PARKING
-  EXISTING DRIVEWAY
-  NEW PARKING GARAGE

SCALE: 1"=20'

1000 W. GREENWAY AVENUE
 SUITE 100
 GREENSBORO, NC 27409
 WWW.GREENWAYCONSULTANTS.COM

Exhibit 4

Identification of Projects



STATE OF MICHIGAN
DEPARTMENT OF LAND AND WATER



PARCEL DATA LABEL
POWERHOUSE 05
POWERSONIA TWP., BEAUMONT

DATE: 09-18-07
SCALE: 1"=100'
SHEET 1 OF 1

ADS WATER AND WASTEWATER SERVICE AGREEMENT

COVER SHEET

This Water and Wastewater Service Agreement is between the Amazon Entity and Provider identified below (each a “**Party**” and together the “**Parties**”), is made as of the Effective Date identified below (“**Effective Date**”), and includes this Cover Sheet, the Terms and Conditions, and Exhibits (“**Agreement**”).

The Parties to this Agreement are:

Amazon Entity:	Amazon Data Services, Inc. or ADS
Provider:	Spotsylvania County, Virginia
Effective Date:	September 12, 2024
Projects:	Cosner Tech, Carter’s Store Tech, and Summit Crossing Tech (each as identified in Exhibit 6)

Each Party’s contacts to receive notices about this Agreement are:

ADS	Provider
Amazon Data Services, Inc. 410 Terry Avenue North Seattle, WA 98109 Email: Infraenergy@amazon.com	County Administration Attn: County Administrator P.O. Box 99 Spotsylvania, VA 22553 coadmin@spotsylvania.va.us
Legal Notices:	Legal Notices:
410 Terry Avenue North Seattle, WA 98109 Attention: General Counsel (ADS) Email: contracts-legal@amazon.com infraenergy@amazon.com	County Attorney’s Office Attn: County Attorney P.O. Box 308 Spotsylvania, VA 22553 coatty@spotsylvania.va.us

Key Terms:

Table 1A: Service Specifications - Cosner Tech					
Provider Service:	Potable Water	Additional Potable Water	Level 1 Reclaimed Water Production	Level 1 Reclaimed Water	Discharge
Infrastructure Description:	Massaponax Church Road Waterline Phase 1A and 1B	Massaponax Church Road Waterline Phase 2	Massaponax Wastewater Treatment Plant Reclaimed Production and Massaponax Booster Pump Station	Reclaimed Water System Distribution and Cosner Tech Booster Pump Station	Sanitary Sewer Improvements Receiving Flow
Design Specifications:	Exhibit 1	Exhibit 1	Exhibit 2	Exhibit 2	Exhibits 3 and 4
Delivery Rate (GPM)	<p>Interim Cooling 250 gpm (2/7/2025-1/31/2028 (expected)); 434 gpm (in accordance with Section 3.3, expected 1/31/2027 - 1/31/2028)</p> <p>Emergency Cooling 347 gpm (1/31/2027 onward)</p> <p>Domestic Potable Maximum delivery rate: 24 gpm Average delivery rate: 12 gpm (2/7/2025 onward)</p>	<p>Emergency Cooling Maximum delivery rate: 694 gpm</p>	N/A	<p>Permanent Cooling Water Maximum delivery rate: 1260.3 gpm</p>	<p>Permanent Spent Cooling Water Discharge Maximum delivery rate: 536 gpm</p> <p>Domestic Sewer Service Maximum delivery rate: 24 gpm Average delivery rate: 12 gpm</p>



	Fire Protection Maximum delivery rate: 500 gpm for 8 hours (2/7/2025 onward)				
Pounds Per Square Inch (PSI) at meter/fence line:	35-80	35-80	N/A	35-80	N/A
Design and Engineering Delivery Date:	6/1/2024	8/13/2025	12/31/2025	12/31/2025	N/A (Existing)
Service Delivery Date:	2/7/2025	2/13/2027	12/31/2027	12/31/2027	2/7/2025

Table 1B: Service Specifications - Carter's Store Tech			
Provider Service:	Potable Water	Level 1 Reclaimed Water	Discharge
Infrastructure Description:	Potable Water Extension From Massaponax Church Road and Booster Pump Station (if needed)	Reclaimed Water System Distribution Extension	Sanitary Sewer Extension and Booster Pump Station (if needed)
Design Specifications:	Exhibit 1	Exhibit 2	Exhibits 3 and 4



<p>Delivery Rate (GPM)</p>	<p>Emergency Cooling Maximum delivery rate: 694 gpm (Only available after Reclaimed Water System constructed, split between Carter’s Store Tech and Summit Crossing Tech)</p> <p>Domestic Potable Maximum delivery rate: 18 gpm Average delivery rate: 9 gpm</p> <p>Fire Protection Maximum delivery rate: 500 gpm for 8 hours (3/15/2028 onward)</p>	<p>Permanent Cooling Water Maximum delivery rate: 1620.4 gpm (split between Carter’s Store Tech and Summit Crossing)</p>	<p>Permanent Spent Cooling Water Maximum delivery rate: 689 gpm (split between Carter’s Store Tech and Summit Crossing)</p> <p>Domestic Sewer Service Maximum delivery rate: 18 gpm Average delivery rate: 9 gpm</p>
<p>Pounds Per Square Inch (PSI) at meter/fence line:</p>	<p>35-80</p>	<p>35-80</p>	<p>N/A</p>
<p>Design and Engineering Delivery Date:</p>	<p>2/13/2026 Subject to Section 1.1 (a)(ii).</p>	<p>2/13/2026 Subject to Section 1.1 (a)(ii).</p>	<p>2/13/2026 Subject to Section 1.1 (a)(ii).</p>
<p>Service Delivery Date:</p>	<p>3/15/2028</p>	<p>3/15/2028</p>	<p>3/15/2028</p>



Table 1C: Service Specifications - Summit Crossing Tech			
Provider Service:	Potable Water	Level 1 Reclaimed Water	Discharge
Infrastructure Description:	Potable Water Extension From Massaponax Church Road and Booster Pump Station (if needed)		Sanitary Sewer Extension and Booster Pump Station (if needed)
Design Specifications:	Exhibit 1	Exhibit 2	Exhibits 3 and 4
Delivery Rate (GPM)	<p>Emergency Cooling Maximum delivery rate: 694 gpm (Only available after Reclaimed Water System constructed, split between Carter’s Store Tech and Summit Crossing Tech)</p> <p>Domestic Potable Maximum delivery rate: 16 gpm Average delivery rate: 8 gpm</p> <p>Fire Protection Maximum delivery rate: 500 gpm for 8 hours (3/15/2028 onward)</p>	<p>Permanent Cooling Water Maximum delivery rate: 1620.4 gpm (split between Carter’s Store Tech and Summit Crossing Tech)</p>	<p>Permanent Spent Cooling Water Maximum delivery rate: 689 gpm (split between Carter’s Store Tech and Summit Crossing Tech)</p> <p>Domestic Sewer Service Maximum delivery rate: 16 gpm Average delivery rate: 8 gpm</p>
Pounds Per Square Inch (PSI) at meter/fence line:	35-80	35-80	NA
Design and Engineering Delivery Date:	2/13/2026 Subject to Section 1.1 (a)(ii).	2/13/2026 Subject to Section 1.1 (a)(ii).	2/13/2026 Subject to Section 1.1 (a)(ii).
Service Delivery Date:	3/15/2028	3/15/2028	3/15/2028



Table 2: Estimated ADS Infrastructure Reimbursement Amounts					
Provider Service:	Potable Water	Additional Potable Water	Level 1 Reclaimed Water Production	Level 1 Reclaimed Water	Discharge
Estimated ADS Infrastructure Reimbursement Amount:	\$3,900,000	\$9,400,000	\$90,400,000	\$11,500,000	\$1,500,000

Table 3: Water Service Rates				
Provider Service:	Potable Water	Additional Potable Water	Level 1 Reclaimed Water	Discharge
Connection Rate:	Per Spotsylvania County Ordinance Sec. 22-128	Per Spotsylvania County Ordinance Sec. 22-128	TBD	Per Spotsylvania County Ordinance Sec. 22-128
Service Rate:	Per Spotsylvania County Ordinance Sec. 22-128	Per Spotsylvania County Ordinance Sec. 22-128	Set in accordance with Section 3.2 of this Agreement	Set in accordance with Section 3.2 of this Agreement
Billing and Payment	Spotsylvania County Ordinance, Ch. 22, Div. 5			



ADS WATER AND WASTEWATER SERVICE AGREEMENT

TERMS AND CONDITIONS

ARTICLE 1 – WATER AND SEWER INFRASTRUCTURE

1.1 Provider Infrastructure Obligations.

(a) ***Design and Engineering.***

(i) In accordance with the Service Specifications and Design Specifications set forth in Table 1A, Table 1B, and Table 1C (“collectively, **Table 1**”) and consistent with the terms of this Agreement, Provider will design and engineer the Infrastructure necessary to provide the following Provider Services: Potable Water, Additional Potable Water, Level 1 Reclaimed Water Production, Level 1 Reclaimed Water, and Discharge. The Design Specifications for such Infrastructure are shown on the attached Exhibit 1, Exhibit 2, Exhibit 3, and Exhibit 4.

(ii) For all Cosner Tech Infrastructure, set forth in Table 1A, Provider will complete the design and engineering by the Design and Engineering Delivery Date set forth in Table 1A. For all Carter’s Store Infrastructure and Summit Crossing Infrastructure, set forth in Table 1B and Table 1C, notwithstanding the exact dates set for therein, Provider will complete the design and engineering within 18 months of ADS making available funding to Provider (such as through issuance of a purchase order that allows for invoicing) for the preliminary engineering report.

(iii) The Parties acknowledge that the Design Specifications, as defined and described in this Agreement, including, but not limited to, as set out in Table 1 and the Exhibits, are general in nature and will be amended by Provider. Provider may amend the Design Specifications for any reason including, but not limited to, ensuring consistency with the DSM and Applicable Law, meeting the Service Specifications while providing capacity to the region beyond the needs of the Projects, and ensuring the Infrastructure can be completed and accepted into the System. When amended by the Provider, the amended designs will then be considered the Design Specifications and incorporated into this Agreement. The Design Specifications will be determined at the sole discretion of the Provider, provided that the Design Specifications must be adequate to at least provide the Provider Services consistent with the Service Specifications. If Provider amends the Design Specifications, the Provider will promptly provide ADS a written copy of the change pursuant to its reporting obligations under Section 1.2(b). ADS may provide feedback to Provider pursuant to Section 1.2(b). Provider will not be required to pause its work to await any feedback from ADS. Provider will maintain a complete set of all specific Design Specifications and provide copies to ADS promptly upon completion of any specific designs or upon the request of ADS. The terms of this Agreement are subject in their entirety to the County’s sole right to determine the Design Specifications set forth in this Section 1.1(a)(iii) and notwithstanding anything to the contrary in this Agreement, the

terms of this Agreement will not be interpreted to limit the County's rights set forth in this Section 1.1(a)(iii).

(b) **Construction.**

(i) Provider and ADS have agreed upon the upgrades required to bring the MWWTP to a Level 1 reuse production and storage facility meeting the standards of 9 Virginia Administrative Code Section 25-740-70.A.1, and as described in Exhibit 2 ("**MWWTP Improvements**"). Provider will procure all LLE and other necessary construction materials and equipment necessary for the MWWTP Improvements. Provider will construct the MWWTP Improvements in accordance with the Design Specifications set out in Exhibit 2, Good Utility Practice, and Applicable Law. Provider will complete all construction work and place the MWWTP Improvements into service by the applicable Service Delivery Date set forth in Table 1.

(ii) Provider will diligently exercise its best efforts to obtain all necessary permits from the Virginia Department of Environmental Quality allowing for reuse (Level 1) of treated effluent from the MWWTP for use as cooling water prior to the applicable Service Delivery Date set forth in Table 1A.

(iii) Provider will procure the LLE and other necessary construction materials and equipment, necessary for the Infrastructure to provide Additional Potable Water service, as described in Exhibit 1 ("**Additional Potable Improvements**"). Provider will construct the Additional Potable Improvements in accordance with the Design Specifications set out in Exhibit 1, Good Utility Practice, and Applicable Law. Provider will complete all construction work and place the Additional Potable Improvements into service by the applicable Service Delivery Date set forth in Table 1.

(c) **Property Rights & Permits.** Provider will (i) exercise its best efforts to obtain all permits, other than local construction and land use permits related to the Projects, (ii) obtain all property rights necessary to construct the Infrastructure and necessary for the Provider to maintain the Infrastructure once accepted into the System, and (iii) provide access to ADS, its employees, contractors, subcontractors, and agents during construction. ADS's and its employees' contractors', subcontractors', and agents' access to Provider's property and property rights during construction will be subject to and conditioned upon the terms of this Agreement including, but not limited to Section 5.2 and Section 5.3.

(d) **Reclaimed Water System.** Upon the discovery of any issue that has caused or may cause an outage of the Reclaimed Water System, Provider will promptly provide written notice to ADS. No later than 12 hours after discovery of such issue, Provider will commence repairs so as to minimize the duration of any outage of the Reclaimed Water System. Provider will perform the repairs necessary and consistent with Good Utility Practice and American Water Works Association standards to restore operation of the Reclaimed Water System as soon as is reasonably practicable. Provider will exercise its best efforts to maintain contractors on standby to promptly perform repairs of the Reclaimed Water System, and Provider will call upon its contractors and any applicable mutual aid agreements with other localities to promptly repair the Reclaimed Water System, which will be considered a critical system similar to hospitals.

Provider will operate and maintain the Reclaimed Water System consistent with all manufacturers recommendations and Good Utility Practice.

(e) **Provider's Obligations Conditioned on ADS Funding.** The Parties understand and agree that Provider is not, and will not be, required to encumber any general or utility enterprise funds for the Provider's performance under Sections 1.1(a) through (c) and may rely solely upon the funding provided by ADS to meet these obligations. Therefore, the Provider's obligations under Section 1.1(a) through (c) are subject to, and conditioned upon, receipt of funding by ADS consistent with Section 1.3. ADS further agrees that it will not unreasonably withhold any amounts owed to the Provider under Section 1.3. To the extent (i) ADS does not timely perform its funding obligations described in Section 1.3 or its construction obligations described in Section 1.2(a), or (ii) despite use of best efforts, Provider does not timely obtain a required permit, and such failure delays Provider's performance of its obligations under Sections 1.1(a), 1.1(b), 1.1(c), or 1.2(b), then Provider will be entitled to a day-for-day delay in any affected Design and Engineering Delivery Dates and any affected Service Delivery Dates set forth in Table 1.

1.2 ADS Infrastructure Obligations.

(a) **Construction.** In accordance with the Design Specifications set forth in Table 1, the DSM, and Applicable Law, ADS will procure the LLE and other necessary construction materials and equipment and construct the Infrastructure necessary to provide the following Provider Services: Potable Water, Level 1 Reclaimed Water (except for the MWWTP Improvements), and Discharge. ADS's obligation to construct the Infrastructure is subject to Provider's obligation to obtain all necessary property rights and permits as set forth in Section 1.1(c). If ADS has complied with Section 1.3 to the extent necessary for the Provider to perform the applicable work, and if Provider does not provide complete design and engineering for the Infrastructure to ADS by the applicable Design and Engineering Delivery Dates, or if Provider does not obtain the necessary property rights or permits in a reasonable amount of time to allow for the completion of construction by the applicable Service Delivery Date, then ADS will be entitled to a day-for-day delay in its obligations under Section 1.2(a) and Section 1.2(b), as well as its obligation to transition to Level 1 Reclaimed Water for cooling water.

(b) **Reporting and Inspection.** Beginning on the 30th day following the Effective Date and continuing each month through completion of construction, ADS will update Provider in writing on ADS's progress on installing and constructing, as applicable, the Infrastructure identified in Section 1.2(a) (the "**ADS Monthly Report**"). Beginning on the 30th day following the Effective Date and continuing each month through completion of construction, Provider will update ADS in writing on provider's progress on designing, engineering, permitting, installing, and constructing, as applicable, the Infrastructure identified in Sections 1.1(a) and (b) (the "**Provider Monthly Report**"). The Parties may agree to increase or decrease the frequency of reporting as the Projects move forward. The Parties may comment on the respective Monthly Report, inspect progress during construction, and monitor progress during construction.

(c) **Property Rights.** Upon Provider's acceptance of the System or any part thereof, ADS will grant, convey, transfer, and assign or cause the grant, conveyance, transfer, and

assignment to the Provider of easements or other property rights in ADS's or its Affiliate's property necessary for Provider to construct, maintain, operate, and repair the Infrastructure. ADS will reasonably assist Provider in acquiring all offsite property rights and rights-of-way located outside ADS's property line or outside the property line of the property otherwise encompassing the Projects if not owned by ADS to allow the Provider to construct, maintain, operate, and repair the Infrastructure.

(d) **Acceptance Testing.** Within 10 business days after ADS's submission of a request for first acceptance (as described in the DSM), of the Infrastructure, or any portion thereof which is at the time appropriate for acceptance into the System under the DSM, Provider will cause such Infrastructure to be inspected by an engineer selected by Provider and reasonably acceptable to ADS (the "**Third-Party Engineer**") and tested for compliance with the Site Plan, the DSM (as the DSM was in effect at the time of Site Plan approval), and Applicable Law. ADS will provide the County with a non-binding, estimated schedule of acceptance testing, identifying the portions of the Infrastructure anticipated to be ready for inspection and the anticipated time frame, and Provider will exercise reasonable efforts to comply with such schedule. ADS will not bury the Infrastructure or otherwise limit the Provider's or the Third-Party Engineer's access to the Infrastructure in a manner that prevents inspection of the Infrastructure as set forth in the DSM. Acceptance of all or a portion of the Infrastructure into the System is conditioned on Provider's approval that the Infrastructure meets the Site Plan, the DSM (as the DSM was in effect at the time of Site Plan approval), and Applicable Law, provided such approval will not be unreasonably withheld, conditioned, or delayed. Provider will promptly communicate any deficiencies in the Infrastructure discovered in the inspections so as to allow ADS to perform the work necessary to correct the deficiencies and ensure the Infrastructure complies with the Site Plan, the specifications set forth in the DSM, and Applicable Law so that it can be accepted into the System.

(e) **Turnover and Acceptance.** ADS will turn over, assign, and convey the Infrastructure to the Provider as set forth in the DSM.

1.3 Infrastructure Payment Obligations.

(a) **Advance and Reimbursement.** The Parties agree the Estimated ADS Infrastructure Reimbursement Amounts set out in Table 2 of the Cover Sheet are a reasonable estimate of the costs and expenses to be incurred by the Provider related to Provider's obligations under this Agreement. ADS will advance, and, if necessary, reimburse the Provider for reasonable costs and expenses incurred by Provider or its agents to design, engineer, construct, and secure property rights for the Infrastructure in accordance with Article 1 of this Agreement. If ADS disputes any cost or expense incurred or estimated by the Provider claiming that the cost or expense is not reasonable, it will promptly notify the Provider and specifically identify the reasons why it thinks the costs or expenses are not reasonable, and, if ADS provides said notice and reasons, the Parties will attempt in good faith to resolve such dispute through prompt negotiations. However, Provider will not be required to pause its work to await any resolution of said negotiations, and if ADS withholds any payment of the Provider's costs or expenses, Provider will be entitled to the relief set forth in Section 1.1. Any payment by ADS will not waive any right to contest a cost or expense as not reasonable. If the Parties agree that

ADS has paid Provider for unreasonable costs or expenses, then the Parties will reduce a future ADS payment by such amount or will include such amount in the true-up statement described in Section 1.3(b)(iii).

(b) **Schedule.**

(i) **Initial Estimated Quarterly Advance and Reimbursement Schedule.**

Within 60 days of the Effective Date, Provider will deliver to ADS a schedule of estimated quarterly costs and expenses. The schedule will show estimated costs and expenses, broken out by each Provider Service indicated in the Key Terms of the Cover Sheet, through each applicable Design and Engineering Delivery Date and Service Delivery Date.

(ii) **Updated Quarterly Estimates.** Within 60 days prior to the start of each calendar quarter, Provider will provide ADS an estimate of engineering, design, permitting, construction, and property right acquisition costs and expenses for Infrastructure to be incurred during the upcoming calendar quarter. ADS will transfer to Provider funding sufficient to cover the anticipated quarterly costs and expenses within 30 days of the first business day of each calendar quarter.

(iii) **Quarterly Billing.** Within 30 days of the close of each calendar quarter, Provider will provide ADS with invoices or other documentation reasonably acceptable to ADS showing Provider's actual costs and expenses related to the performance of Provider's obligations under this Agreement related to the Infrastructure, including the reasonable costs and expenses of obtaining property rights incurred by Provider or its agents during the preceding quarter and any amount in arrears. ADS and Provider will adjust the next quarterly expense estimate to either provide additional funding to cover Provider's incurred expenses in excess of ADS's payments or reduce ADS's funding to account for unspent funds. Within 60 days of completion of construction of the Infrastructure, Provider will issue to ADS a true-up statement that includes all invoices and relevant documentation of the costs and expenses Provider actually incurred related to the Infrastructure, and states either (i) the amount due from ADS to Provider, or (ii) the refund due from Provider to ADS. Any true-up amounts due by ADS or Provider will be paid within 30 days following presentation of the true-up statement.

1.4 **Second Contractor.** Provider will use best efforts to identify two contractors at time of bid selection, one primary and one secondary, to perform the design and engineering work set forth in Table 1, and such secondary contractor would be available to assume the design and engineering work if so directed by Provider. If Provider reasonably believes it will not be able to deliver its design and engineering obligations set forth in Section 1.1 by the applicable Design and Engineering Delivery Date and if utilizing a secondary contractor will allow Provider to meet the requirements of Section 1.1 by the applicable Design and Engineering Delivery Date, then Provider will utilize best efforts to contract with the identified secondary contractor to perform the design and engineering work. To the extent allowable by Applicable Law, if Provider reasonably believes it will not be able to deliver its construction performance obligations set forth in Section 1.1 by the applicable Service Delivery Date and if utilizing a secondary contractor will allow Provider to meet the requirements of Section 1.1 by the applicable Service Delivery Date, then Provider will utilize best efforts to contract with a secondary contractor to perform the

construction work. If ADS reasonably anticipates that Provider will not be able to meet an applicable Design and Engineering Delivery Date or Service Delivery Date, it may request Provider to utilize a secondary contractor to complete the work and Provider will consider the request and provide ADS with a written explanation of its determination.

1.5 **Latecomer Connection Charge.** Provider will, and hereby does, direct its staff to exercise best efforts, to the extent the legislation is permitted by Applicable Law, to draft legislation and otherwise create a program to present to the Board for consideration amending the Spotsylvania County Code to include provisions authorized in Virginia Code § 15.2 – 2243, or any similar statutory authority, to allow the Provider to administer the recovery from any Latecomer and reimbursement to ADS of costs incurred to design, engineer, and construct Infrastructure related to cooling water supply and discharge. Such cost recovery from Latecomers and payment to ADS would be on a pro-rata basis, determined using the ratio of the Infrastructure's total capacity to a Latecomer's requested usage.

ARTICLE 2 – TERM, EFFECTIVE DATE, TERMINATION

2.1 Term.

(a) **Initial Term.** This Agreement will take effect on the Effective Date and will remain in effect for 20 years (“Initial Term”).

(b) **Renewal Terms.** Upon the expiration of the Initial Term, this Agreement will renew by its own terms for successive 12-month terms (each a “Renewal Term”, and together with the Initial Term, “Term”) unless either ADS or the Provider provides written notice to the other at least 90 days prior to the expiration of the Initial Term or any Renewal Term that it does not intend to renew the Agreement.

2.2 Termination.

(a) **Termination by ADS.** ADS may terminate this Agreement at any time by providing written notice to Provider at least 90 days prior to the date of such termination. If ADS terminates this Agreement pursuant to this Section 2.2, then ADS's sole liability and Provider's exclusive remedy is payment for (i) any outstanding costs incurred by Provider pursuant to Section 1.3 as of the termination date, (ii) any Provider Services provided under this Agreement as of the termination date, and (iii) any remaining construction and payment obligations which are provided for under Section 2.2(c).

(b) **Termination from Closure.** Provider may terminate this Agreement upon 90 days' prior written notice only if (i) the Projects permanently cease their data center operations for more than 12 consecutive months and at least 3 years has passed from the Effective Date and (ii) Provider has paid ADS all amounts due and owing under this Agreement.

(c) **Work in Progress; ADS Parent Guaranty.** If ADS terminates this Agreement, or if ADS defaults and the Provider elects to terminate this Agreement as set forth in Article 7, then ADS will remain obligated to pay, consistent with Section 1.3, for the entire completion of the MWWTP Improvements if construction has begun and for the entire completion of the Cosner Tech Phase 2 Potable Improvements if construction has begun, and for

completion of the portion of any other Infrastructure then currently being constructed. By way of example, should the Infrastructure (other than the MWWTP Improvements and Cosner Tech Phase 2 Potable Improvements which must be completed in their entirety at ADS's cost) then being constructed be designed to be constructed in 10 phases and should ADS have completed 3 phases that have been accepted by Provider into the System and at the time of termination phase 4 is being constructed, then ADS will be responsible for the costs to complete phase 4 so that phase 4 can be accepted into the System, provided that ADS would not be required to pay for or complete phases 5 through 10. ADS will have no obligation to pay for or complete any Infrastructure for which construction had not begun. To guaranty ADS's payment for the completion of the MWWTP Improvements and the Cosner Tech Phase 2 Potable Improvements and the completion of the remaining Infrastructure being constructed by ADS for the portion of the Infrastructure then currently underway at the time of termination if not completed by ADS, within 120 calendar days after the Effective Date, ADS will execute and deliver to Provider a parent guaranty issued by Amazon.com, Inc., in favor of Provider, with a cap of \$116,000,000 and in the form attached as Exhibit 5 ("**ADS Security**"). Provider may exercise its rights under the ADS Security to recover unpaid costs due from ADS's obligations under this Section 2.2(c). ADS may cancel the ADS Security upon ADS's turnover and Provider's acceptance of the Infrastructure required to be completed under this Section 2.2(c).

(d) If ADS terminates this Agreement under this Section 2.2, it will immediately, upon written demand by the Provider, grant or release or cause the grant or release to the Provider, all real property rights and personal property rights owned or controlled by ADS or its Affiliates necessary for Provider to complete the remaining Infrastructure then being constructed by ADS.

ARTICLE 3 – RATES AND PAYMENTS

3.1 Provision of and Payment for Provider Services. ADS will apply for the Provider Services using Provider's generally applicable form. No later than 10 business days after Provider's receipt of ADS's completed application, as deemed complete by Provider, for a Provider Service and completion and acceptance of all necessary Infrastructure, the Provider will approve ADS's application and will provide the Provider Services in accordance with the Service Specifications set forth in Table 1. ADS will pay for the Provider Services in accordance with the rates contained in Table 3.

3.2 Level 1 Reclaimed Water and Discharge Provider Services. If Provider establishes rates for Level 1 Reclaimed Water Provider Service and for Discharge Provider Service, the rates will be consistent with Applicable Law, commensurate with the cost of providing the Level 1 Reclaimed Water Provider Service and Discharge Provider Service, and will be established following the procedure and standards established by Virginia Code § 15.2-2119. If Provider establishes rates for Level 1 Reclaimed Water Provider Service, the Provider will, and hereby does, direct its staff to exercise best efforts, to the extent the legislation is permitted by Applicable Law, to draft legislation to allow the Provider to consider setting rates which will not require ADS to pay an availability fee for Level 1 Reclaimed Water Provider Service.

3.3 Interim Cooling and Emergency Cooling. Provider will make available to ADS 434 gpm of interim cooling water to Cosner Tech for Phase 1 and 694 gpm of emergency cooling water for Phase 2, as shown in Table 1A, only after the following conditions have been satisfied: (i) the Motts Run Water Treatment Plant Expansion is complete (in accordance with the Spotsylvania County Capital Improvement Plan FY2025-2029); (ii) the Leavells Road Waterline is complete (in accordance with the Spotsylvania County Capital Improvement Plan FY2025-2029); and (iii) construction has started on the Reclaimed Water System. Prior to satisfaction of the foregoing conditions, Provider will provide ADS with interim cooling and emergency cooling consistent with the flows shown in Table 1A. ADS may use Potable Water as interim cooling water until Level 1 Reclaimed Water is available for ADS's use as permanent cooling water.

3.4 Notice of Available or Use Change. Provider will provide notice to ADS at least 10 business days in advance, or as soon as reasonably possible in the case of a Force Majeure Event, if Provider Services will be interrupted for maintenance, repairs, or other purposes. If Provider does not provide substitute Provider Services, ADS may provide its own substitute Provider Services, and Provider will cooperate to provide access to Infrastructure as needed for ADS to utilize such substitute Provider Services. ADS will provide Provider with at least 10 business days prior written notice if it plans to substantially reduces its usage of Provider Services, and will provide such notice promptly after the discovery of an unplanned and substantial reduction of its usage.

3.5 Measurement of Water Quantity. Upon installation of the meters by ADS, Provider will own, operate, and maintain one or more meters that meet all applicable accuracy, precision, and calibration standards established by Good Utility Practice and Applicable Law. Provider will read each meter on a monthly basis to determine the amount of each Provider Service delivered to each Project and will bill ADS on a monthly basis based on its usage and consistent with Applicable Law. When Provider provides regulatory reporting on water quality measurements for water provided to ADS, it will provide such reports to ADS. ADS may request additional sampling events and the addition of sampling parameters beyond what is required for regulatory compliance, and Provider will reasonably grant such requests, provided that ADS will be responsible for all reasonable costs associated with these requests.

ARTICLE 4 – FORCE MAJEURE EVENT & CHANGE IN LAW

4.1 Definition. A Party will not be responsible to the other party for any delay or failure to perform to the extent that the delay or failure to perform is caused by an event or circumstance that (a) is beyond the reasonable control of such Party, (b) was not foreseeable at the time of execution of this Agreement, or if foreseeable, could not have been avoided or overcome by such Party through the exercise of commercially reasonable diligence, and (c) prevents, hinders or delays such Party in its performance of any (or any part) of its obligations under this Agreement (each, a "**Force Majeure Event**"). Subject to the requirements of the prior sentence, Force Majeure Events may include acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds, lightning, ice storms or other weather event or physical natural disaster of a strength or duration that is not normally encountered in the area of the Projects; fire; sabotage; vandalism; terrorism; war; cyber-attacks;

invasion; hostilities; rebellion; revolution; requisition; expropriation or compulsory acquisition by any governmental or competent authority; riots; explosion; blockades; insurrection; epidemics; employment strike against a third-party; slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); or interruptions to transportation.

Under no circumstances will the following events constitute a Force Majeure Event: (i) any acts or omissions of any third party under the control or direction of a Party, including, without limitation, any vendor, customer, or supplier of the Party claiming Force Majeure Event, unless such acts or omissions themselves result from underlying Force Majeure Events; (ii) changes in economic or market conditions that affect the costs or benefits of a Party's performance or ADS's availability of funds to make payments due.

4.2 Notice and Mitigation. The Party affected by a Force Majeure Event will promptly notify the other Party in writing of such event, giving details of the Force Majeure Event, its anticipated effect on the affected Party's performance under this Agreement, and the steps that the affected Party is taking to remedy the delay. Upon the occurrence of a Force Majeure Event, the affected Party will, as promptly as practicable, use all reasonable efforts to eliminate the cause of such Force Majeure Event, reduce costs, and resume performance under this Agreement. Upon cessation of a Force Majeure Event, the affected Party will provide prompt written notice to the other Party.

4.3 Change in Law. If changes to an Applicable Law materially impact the enforceability or operation of this Agreement, the Parties will negotiate in good faith to amend this Agreement to preserve the benefits of this Agreement to each Party; provided that this Agreement will be enforced and implemented to the fullest extent permitted by Applicable Law, even if no such amendment is agreed to by the Parties.

ARTICLE 5 – LICENSING, INSURANCE. INDEMNIFICATION, RELEASE

5.1 Business License. ADS will obtain and maintain all business licenses and permits related to its business operations required by Applicable Law.

5.2 Insurance Coverage. ADS will maintain or cause its contractors to maintain the following insurance coverage, naming Provider as additional insured, until ADS's turnover and Provider's acceptance of the Infrastructure. ADS will provide the Provider with certificates of insurance for said coverage upon execution of this Agreement. All policies of insurance will be written by insurance companies licensed to conduct the business of insurance in Virginia and will carry the provision that the insurance will not be cancelled or materially modified by ADS without thirty (30) days prior written notice to the Provider:

(a) General Liability – in an amount not less than \$5,000,000 for any occurrence involving bodily injury, and not less than \$5,000,000 for any occurrence involving property damage. Coverage should be provided on a per Project/per location basis.

(b) Automobile Liability Policy – in an amount not less than \$2,000,000 combined single limit bodily injury and property damage. This coverage will include liability for use of hired and non-owned vehicles; and

(c) Workers' Compensation – in compliance with all states in which ADS does business, including Coverage B Employer's Liability in not less than the following amounts:

Bodily Injury by accident \$100,000 for each accident;

Bodily Injury by disease, \$500,000 policy limit; and

Bodily Injury by disease, \$100,000 for each employee.

(d) Professional Liability Insurance in an amount not less than \$5,000,000 per occurrence and \$15,000,000 in the aggregate. The amount of coverage may increase according to the project value.

5.3 Indemnification by ADS. ADS will indemnify, defend, and hold harmless the Provider Indemnified Parties from and against all third party claims, demands, injuries (including personal injury, death, and property damage) and legal proceedings and all resulting Damages to the extent arising from: (1) the negligence, gross negligence, or willful conduct of ADS or any of its Affiliates, officers, employees, agents, representatives, or contractors in connection with performance of ADS's obligations under this Agreement; (2) any violation of Applicable Law by ADS or any of ADS's Affiliates, officers, employees, agents, representatives, or contractors that occurs in the performance of ADS's obligations under this Agreement; (3) the failure by ADS to fulfill any of its obligations under this Agreement; **except that** the Provider Indemnified Parties will not be indemnified hereunder to the extent any Damages are solely attributable to the gross negligence or willful misconduct of any Provider Indemnified Party or the unexcused breach by Provider of any of its obligations under this Agreement.

5.4 Release by Provider. Provider hereby releases ADS and any of its Affiliates, officers, employees, agents, representatives, or contractors from any and all claims for Damages to the extent arising from (1) the negligence, gross negligence, or willful conduct of Provider or any of its officers, employees, agents, representatives, or contractors in connection with performance of Provider's obligations under this Agreement; (2) any violation of Applicable Law by Provider or any of Provider's officers, employees, agents, representatives, or contractors that occurs in the performance of Provider's obligations under this Agreement; (3) the failure by Provider to fulfill any of its obligations under this Agreement; and (4) the acts or omissions of any third party that is not under the control of ADS (for the avoidance of doubt, ADS's Affiliates, contractors, subcontractors, employees, and agents are considered to be under the control of ADS); **except that** nothing in this Section 5.4 will release ADS, its Affiliates, officers, employees, agents, representatives, and contractors from any claims for Damages to the extent they are solely attributable to the negligence, gross negligence, or willful misconduct of ADS its Affiliates, officers, employees, agents, representatives, or contractors or the unexcused breach by ADS of any of its obligations under this Agreement.

ARTICLE 6 – WARRANTIES AND COVENANTS

6.1 Supply Chain Standards. To the extent applicable to Provider's activities in connection with the Agreement, Provider will make its contractors aware of the Supply Chain Standards.

6.2 Confidentiality and Proprietary Information. Any nonpublic information made available by ADS to the Provider and any information made available by the Provider to ADS or otherwise created by ADS or the Provider that should reasonably be considered to be confidential (the “**Confidential Information**”) will be maintained as confidential to the maximum extent permitted by Applicable Law subject to the provisions of the Virginia Public Records Act (“**VPRA**”) and the Virginia Freedom of Information Act (“**FOIA**”). For the avoidance of doubt, information about ADS’s water usage, sewer usage, or basis of design is considered Confidential Information.

The Provider will provide information internally only to those individuals who need the information to facilitate the performance of this Agreement, and will direct any such person to:

- (a) use reasonable safeguards to maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by the ADS in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties’ performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

The Provider will:

- (a) maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by ADS in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties’ performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

ADS will direct any other party receiving Confidential Information from Provider to:

- (a) use reasonable safeguards to maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by the ADS in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties’ performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

ADS will:

- (a) maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by Provider in connection with this Agreement;
- (b) exercise the utmost discretion in oral and written communications regarding this Agreement;
- (c) provide information internally only to those individuals who need the information to facilitate the Parties' performance under this Agreement; and
- (d) maintain the security of all electronic and tangible records relating to this Agreement.

Each Party will promptly notify the other in the event of a security breach that could have impacted any electronic or tangible records relating to this Agreement.

The Parties acknowledge that Confidential Information maintained by or in the custody of the Provider is subject to the provisions of the VPRA and FOIA and thus is subject to the records retention and public disclosure requirements set forth in those statutes. The Provider, will, within two (2) business days (and in any event before any actual disclosure), notify ADS, in writing, of any disclosure requests for Confidential Information, including under such statutes or other similar statutes. Such written notice will be given even if the disclosure requests do not comply with Applicable Law or are exempt from disclosure under FOIA.

ADS will keep confidential all photographs, digital imagery, reports, information, or data given to ADS by the Provider or its Third-Party Engineer as well as any photographs, digital imagery, reports, drawings, studies, analysis, data tables, or calculations prepared by ADS under this Agreement. No release of any such data by ADS will be made to any individual or organization without the prior written approval of the Provider, which approval the Provider will be under no obligation to grant. ADS further agrees that it will fully obtain all rights and releases to photographs, digital imagery, reports, information, or data utilized in ADS's final report, drawings, and/or digital photo library before submission of the report and library to the Provider.

6.3 Public Announcements. The Parties will not issue, or allow a third party or Affiliate to issue, any public announcement, press release or public statement, or conduct press tours, regarding this Agreement without the other Party's prior written consent, not to be unreasonably withheld.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 Events of Default. Any of the following actions or inactions by a Party will constitute an “**Event of Default**” if such Party (the “**Defaulting Party**”):

(a) **Breach of Obligations.** Fails to perform any material obligations or covenants under this Agreement, which failure continues for 30 days after written notice from the other Party (“**Non-Defaulting Party**”).

(b) **Insolvency.** (i) Becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they becomes due; (ii) makes a general

assignment, arrangement, or composition with or for the benefit of its creditors; (iii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, which proceeding is not dismissed, stayed, or vacated within 30 days thereafter; (iv) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (v) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for it or for all or substantially all of its assets; (vi) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets; (vii) causes or is subject to any event with respect to which, under the Applicable Law of any jurisdiction, has an analogous effect to any of this events specified in clauses (i) to (vi) inclusive; or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

7.2 Remedies for Event of Default. Upon the occurrence of an Event of Default and notice to the Defaulting Party, the Non-Defaulting Party may avail itself of any or all of the following remedies:

- (a) Suspend performance of its obligations under this Agreement;
- (b) Receive, if so ordered by a court of competent jurisdiction, from the Defaulting Party direct Damages incurred by the Non-Defaulting Party in connection with such Event of Default;
- (c) Terminate this Agreement upon 30 days' written notice; provided, that if in the Event of Default cannot be cured within 30 days of the notice of intent to terminate, but the Defaulting Party is working diligently to cure such Event of Default, then the 30-day cure period will be extended day-for-day up to a total of 90 days so long as (i) the Event of Default remains reasonably susceptible to cure and (ii) the Defaulting Party provides periodic (not less than weekly) updates regarding its efforts and progress.

7.3 Limitation of Damages. Damages payable under this Agreement will be limited to direct Damages. Neither Party will be liable for indirect, special, consequential, incidental, exemplary, or punitive Damages including, without limitation, lost profits, lost production, or lost revenues, arising out of this Agreement, except to the extent resulting from a Party's indemnification obligations under this Agreement. ADS's indemnity and insurance requirements and the Provider's rights under those requirements set out in Sections 5.2, and 5.3 will not be limited by this Section 7.3.

7.4 No Waiver. A Party's failure at any time or times to require strict performance by the other Party of any provision of this Agreement will not waive, affect, or diminish any right of such Party thereafter to demand strict compliance and performance herewith or therewith. Any suspension or waiver of an Event of Default will not suspend, waive, or affect any other Event of Default whether the same is prior or subsequent thereto and whether the same or of a different type. No waiver is effective unless signed in a non-electronic form by the waiving Party.

ARTICLE 8 – MISCELLANEOUS

8.1 **Notices.** Each Party consents to electronic signatures. All notices under this Agreement must be written, and in English, and notice will be deemed effective when received. All notices will be sent in accordance with the Cover Sheet. Either Party may from time to time change its notice address by giving the other Party notice of the change in accordance with this Section 8.1.

8.2 **Severability.** If any court of competent jurisdiction or applicable Governmental Authority finds any part of this Agreement invalid or unenforceable, then that part is deemed modified to the extent necessary to render it valid and enforceable. If it cannot be so saved, it will be severed, and the remaining parts will remain in full force and effect.

8.3 **Assignment.** Except as provided in this Section 8.3, neither Party may assign this Agreement without the other Party's prior written consent, which will not be unreasonably withheld. ADS may assign this Agreement to an Affiliate of ADS without Provider's consent.

8.4 **Non-Waiver.** A waiver of one breach under this Agreement is not a waiver of any other breach. No waiver is effective unless signed in a non-electronic form by the waiving Party.

8.5 **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, excluding its conflicts of law provisions. Disputes under or related to this Agreement and the ADS Security will be resolved in the Spotsylvania County Circuit Court or the U.S. District Court for the Eastern District of Virginia, Richmond Division, as applicable. The Parties agree to this venue and jurisdiction and waive all defenses of lack of personal jurisdiction and inconvenient forum.

8.6 **Waiver of Jury Trial.** Each Party waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect of any dispute arising out of or relating to this Agreement.

8.7 **Survival.** Section , 2.2, Section 5.3, Section 5.4, Article 6, Section 7.2(b), Section 7.3, and Article 8, and Article 9 will survive the expiration or termination of this Agreement. Section 1.5 will survive the termination of this Agreement upon the Provider's acceptance of any Infrastructure into its System. All Sections referenced above will include all subsections thereof and all articles referenced above will include all sections and subsections thereof.

8.8 **No-Third Party Beneficiaries.** Nothing in this Agreement will provide any benefit to any third-party or entitle any third-party to any claim, cause of action, remedy, or right of any kind.

8.9 **Relationship of Parties.** The Parties are independent contractors, and nothing in this Agreement creates an employer-employee relationship, a partnership, joint venture, or other relationship between the Parties. Neither Party has authority to assume or create obligations of any kind on the other's behalf.

8.10 **Entire Agreement; Counterparts.** This Agreement, together with all incorporated exhibits and schedules, constitute the complete and final agreement of the Parties pertaining to the terms in this Agreement and supersede the Parties' prior related agreements,

understandings, and discussions. This Agreement will not supersede the Economic Development Local Performance Agreement or the Proffers. Each Party will accept electronic signatures for the execution of this Agreement and execution may be conducted in counterparts, each of which (including signature pages) is an original, but all of which together is one and the same instrument.

8.11 Subject to Applicable Law. This Agreement and the actions of the Parties are subject to Applicable Law.

8.12 Subject-to-Appropriations; No Pledge of Credit. Nothing herein will be interpreted or operate as a pledge of the full faith and credit of the Provider, or will bind the Provider to appropriate funds for expenditures related to this Agreement. All payments and other performances by the Provider under this Agreement are subject to and conditioned upon appropriations by the Board. The Provider cannot expend funds unless appropriated by the Board, and one Board cannot obligate a future Board. It is understood and agreed among the Parties that the Provider will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement. Under no circumstances will the Provider's total liability under this Agreement exceed the total amount of funds appropriated by the Board for the payments hereunder for the performance of this Agreement. Therefore, notwithstanding any provision of this Agreement to the contrary, if the Board fails to appropriate funds for the continuance of this Agreement, all obligations hereunder will be automatically suspended upon depletion to the then currently appropriated or allocated funds until a subsequent Board appropriates additional funds or this Agreement is terminated. The Parties hereby agree that a subsequent Board will not be obligated in any way to appropriate funds hereunder. All funding provided by ADS to the Provider shall be returned to the Provider if not appropriated by the Board for the purposes of this Agreement.

8.13 Nonwaiver, and Superseding Effect, of the Proffers and the Rights and Liabilities Thereunder. Notwithstanding anything in this Agreement to the contrary, this Agreement will not in any way limit or waive the Proffers or the Parties' rights, liabilities, and duties in the Proffers. If there is a conflict between this Agreement and the Proffers, terms of the Proffers will govern and control.

8.14 Sovereign Immunity, Nonwaiver. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement constitutes a waiver of sovereign immunity or any other immunity rights that exist or may now or may exist in the future for the Provider or its respective officers and employees under Applicable Law.

ARTICLE 9 – DEFINITIONS AND INTERPRETATION

9.1 Interpretation. The Parties have fully negotiated this Agreement, and it will be interpreted according to the plain meaning of its terms without any presumption that it should be construed either for or against either Party. Words, phrases or expressions not otherwise defined in this Agreement that (i) have a generally accepted meaning in Good Utility Practice will have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Good Utility Practice but that have well known and generally accepted technical or

trade meanings, will have such recognized meanings. The symbol “\$” refers to United States Dollar.

9.2 **Definitions.** As used in this Agreement, the following terms will have the meanings set forth below:

- (a) “**ADS Security**” is defined in Section 2.2(c).
- (b) “**Affiliate**” means, with respect to any person, each person that directly or indirectly controls, is controlled by, or is under common control with such designated person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any person, will mean (a) the direct or indirect right to cast at least 50% of the votes exercisable at an annual general meeting (or its equivalent) of such person or, if there are no such rights, ownership of at least 50% of the equity or other ownership interest in such person, or (b) the right to direct the policies or operations of such person.
- (c) “**Applicable Law**” means all laws, statutes, rules, regulations, ordinances, codes, judgments, orders, approvals, tariffs, decrees, proffers, and other pronouncements (all as may be amended or recodified from time to time) having the effect of law of any Governmental Authority including, but not limited to, those referenced in Table 3.
- (d) “**Board**” means the Spotsylvania County Board of Supervisors.
- (e) “**Damages**” means any liability, judgement, fine, penalty, settlement, expense and cost (including reasonable attorney’s fees).
- (f) “**Design Specifications**” means the utility infrastructure designs as described in Exhibits 1 through 4.
- (g) “**Design Standards Manual**” or “**DSM**” means the regulatory manual adopted by the Board that establishes the generally applicable standards and conditions related to the construction of water, sewer, and reclaimed water utility infrastructure and its connection to the System.
- (h) “**Good Utility Practice**” means any of the practices, methods, and acts engaged in or approved by a significant portion of the water utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the industry.
- (i) “**Governmental Authority**” means any national, state, provincial, local, tribal or municipal government, any political subdivision thereof or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality,

authority, body, agency, department, bureau, or entity with authority to bind a Party in law.

- (j) **“Infrastructure”** means any and all of the facilities that will provide each Provider Services to the Projects, as set forth in the Design Specifications and the Key Terms.
- (k) **“Latecomer”** means any person who in the future receives reclaimed water services through the Reclaimed Water System constructed pursuant to this Agreement within 10 years of the date of the completion of that Infrastructure.
- (l) **“LLE”** means long lead equipment.
- (m) **“MWWTP”** means the Massaponax Waste Water Treatment Plant.
- (n) **“Potable Water System”** means a potable water supply system owned and operated by Provider to provide potable water to residents and businesses that are customers of Provider.
- (o) **“Proffers”** means, collectively, the proffers approved by the Spotsylvania County Board of Supervisors on October 10, 2023 as a condition of rezoning: Spotsylvania Tax Map Numbers 51-A-20, 50-A-79A, 50-15-1, and 50-A-77 (portion), consisting collectively of approximately 313.77 acres, located on Flippo Drive in Spotsylvania County, Virginia (Carter’s Store Tech); Spotsylvania County Tax Map Parcel Numbers 36-A-43K, 50-A-113, 50-A-114, 50-A-126, 50-A-112, 36-A-46, 36-A-43P, 36-A-51C, 50-A-132E, and 50-A-131A, consisting collectively of approximately 329.39 acres, being located in Spotsylvania County, Virginia, (Cosner Tech); Spotsylvania County Tax Map Parcel 51-A-33, consisting collectively of approximately 231.66 acres, located on Summit Crossing Road in Spotsylvania County, Virginia (Summit Crossing Tech).
- (p) **“Projects”** means the development of data centers and related infrastructure at the Cosner Tech, Carter’s Store Tech, and Summit Crossing Tech locations as identified in Exhibit 6.
- (q) **“Provider Indemnified Party”** means Provider and its respective officers, employees, agents, representatives, successors, and assigns.
- (r) **“Provider Services”** means the water services meeting the Service Specifications set forth in Table 1 of the Cover Sheet.
- (s) **“Reclaimed Water System”** means that water system owned and operated by Provider to supply Level 1 reclaimed water for cooling purposes to industrial users of Provider.
- (t) **“Sewer System”** means a sewer system owned and operated by Provider that received and treats wastewater from customers of the Provider.
- (u) **“Site Plan”** means a site plan approved by the Spotsylvania County Planning Office, or any successor office or agency related to the Projects.
- (v) **“System”** or **“Systems”** means, collectively, the Potable Water System, the Sewer System, and the Reclaimed Water System collectively as applicable.

(w) “**Supply Chain Standards**” means the supply chain standards available at: <https://sustainability.aboutamazon.com/people/supply-chain>, as amended from time to time.

(x) “**Table 1**” is defined in Section 1.1(a)(i).

Agreed to by the Parties as of the Effective Date:

Amazon Data Services, Inc.

Signed by:
By: Josh Weissman
B8784E59B2CD47C...

Name: Josh Weissman

Title: Authorized Signatory

Date Signed: September 12, 2024

SPOTSYLVANIA COUNTY

By: *Ed Petronitch*

Name: Ed Petronitch

Title: County Administrator

Date Signed: August 26, 2024

Approved as to form:

By: *Karl R. Holsten*

Name: Karl R. Holsten

Title: County Attorney

Exhibit 1
Interim and Emergency Cooling Water;
Potable Water
Design Specifications

COSNER TECH SITE

Interim and emergency cooling water and domestic potable water will be provided by the following infrastructure improvements:

- Massaponax Church Road Waterline Phase 1A and Phase 1B Potable Improvements: An approximately 5,200-foot water main extension from the existing 8” and 6” water mains located near 4100 Massaponax Church Road to the Cosner Tech site entrance (Phase 1A). An approximately 4,300-foot water main extension from approximately 3510 Massaponax Church Road south along Massaponax Church Road to the Cosner Tech site entrance (Phase 1B).
- Massaponax Church Road Waterline Phase 2 Additional Potable Improvements: In addition to the Phase 1A and 1B Potable Improvements, additional watermain extension improvements will be required to provide long-term resilient potable water and fire flow service to all three Projects. These Phase 2 Additional Potable Improvements will include an approximately 12,000-foot-long watermain extension from 4100 Massaponax Church Road along Massaponax Church Road to Route 1 along an alignment to be established by the Provider.
- If the Provider determines that domestic and emergency potable water storage and a booster pump station are required, then the booster pump station will include the following:
 - Potable water storage and booster pumping station on the Cosner Tech campus, outside of the secured area. The storage and booster pumping station must be designed with the ability to serve future campuses at Carter’s Store Tech and Summit Crossing Tech.
 - The size of the potable water storage and booster pumping station will be determined by the Provider during the preliminary engineering phase.
 - The booster pumping station will be designed to (i) pump potable water to onsite storage tanks at the Carter’s Store Tech site and (ii) pump potable water to onsite storage tanks at the Summit Crossing Tech site.
 - The booster pump station will be designed to provide the flow rates set forth in Table 1.

CARTER'S STORE TECH SITE

Interim cooling water service is not required for the Carter's Store Tech site. Improvements required to provide permanent cooling water service will be completed ahead of occupancy of the first building on the site. Emergency cooling water and domestic potable water will be provided via extension of potable water infrastructure from Massaponax Church Road Waterline to the Carter's Store Tech campus, and any required related infrastructure, such as a pump station. The Provider will determine the design during the preliminary engineering phase.

SUMMIT CROSSING TECH SITE

Interim cooling water service is not required for the Summit Crossing Tech site. Improvements required to provide permanent cooling water service and domestic potable water will be completed ahead of occupancy of the first building on the site. Emergency cooling water will be provided via extension of potable water infrastructure from the entrance of the Carter's Store Tech campus to the Summit Crossing Tech campus and any required related infrastructure. The Provider will determine the design during the preliminary engineering phase.

Exhibit 2
Permanent Cooling Water
Design Specifications

COSNER TECH SITE

Treated effluent (reclaimed water) from MWWTP will be conveyed to the Cosner Tech site to provide Level 1 reuse permanent cooling water service. ADS's direct evaporative cooling (DEC) system will be designed to use reclaimed water supplied by Provider and discharge noncontact cooling water to the sanitary sewer system. The permanent cooling water infrastructure will be comprised of: (1) MWWTP Improvements, including a reclaimed water pumping station at the MWWTP, (2) a 6-mile-long reclaimed water transmission pipeline to the Cosner Tech site, and (3) a reclaimed water storage and booster pumping station at the Cosner Tech site.

(1) MWWTP Improvements:

- Improvements at MWWTP to achieve Level 1 reuse production. All necessary treatment and storage to accommodate Level 1 reuse production with a capacity minimum of 7 million gallons per day ("MGD").
- Upgrades to treatment and storage at the MWWTP are required to meet permit requirements, including but not limited to effluent limits for bacteria, biological oxygen demand, residual total chlorine minimum, and turbidity. Necessary plant improvements are expected to include improvements to the plant's secondary filtration and disinfection systems and additional storage. The Provider will determine the required improvements during the preliminary engineering phase.
- Reclaimed water pumping station at the MWWTP:
 - A minimum of 7 MGD reclaimed water pumping station at the MWWTP will be designed to convey reclaimed water from the MWWTP to the Cosner Tech site Reclaimed Water Storage and Booster Pumping Station described below via an approximately 6-mile reclaimed water conveyance pipeline described below.
 - The reclaimed water pumping station will be designed with full (N+1) redundancy, including the power feed and backup systems.

(2) Conveyance pipeline

- An approximately 6-mile reclaimed water conveyance pipeline to convey reclaim water between the pumping station at MWWTP and the pumping station at Cosner Tech. The Provider will determine the design during the preliminary engineering phase.

(3) Reclaimed booster pumping station and associated water storage at Cosner Tech site:

- A reclaimed water storage and booster pumping station on the Cosner Tech campus, outside of the secured area. The storage and booster pumping station must be designed with the ability to serve future campuses at Mattameade Tech, Carter's Store Tech and Summit Crossing Tech.
- The Provider will determine the design of the reclaimed water storage and booster pumping station during the preliminary engineering phase.

- The booster pumping station will be designed to (1) pump reclaimed water to the on-site storage tanks at the Cosner Tech Site, (2) pump reclaimed water to the Mattameade Tech site, (3) pump reclaimed water to onsite storage tanks at the Carter's Store Tech site, and (4) pump reclaimed water to onsite storage tanks at the Summit Crossing Tech site. The pumping station will be designed to provide the flow rates set forth in Table 1.

CARTER'S STORE TECH SITE

Reclaimed water will be conveyed from the Cosner Tech booster pumping station to entrance to the Carter's Store Tech site, utilizing a pipeline that is approximately 1 mile long. The Provider will determine the design during the preliminary engineering phase.

SUMMIT CROSSING TECH SITE

Reclaimed water will be conveyed from the Cosner Tech booster pumping station to the entrance to the Summit Crossing Tech site, utilizing the Carter's Store extension and an additional pipeline that is approximately 1.5 miles long. The Provider will determine the design of the following during the preliminary engineering phase:

- An approximately 6-mile-long reclaimed water conveyance pipeline from MWWTP to the Cosner Tech site. An approximately 1-mile-long conveyance pipeline from Cosner Tech booster pumping station to the Carter's Store Tech site entrance. An approximately 1.5-mile-long conveyance pipeline between Carter's Store Tech site entrance and the Summit Crossing Tech Site entrance.
- The Provider will determine pipeline sizes during the preliminary engineering phase.
- The preliminary pipeline route has been identified by the Provider and will be confirmed by the Provider during the preliminary engineering phase.
- Design to provide for surge pressures and allow for surge relief.
- Design to include directional drilling and other approaches as needed for stream and other environmentally sensitive crossings.
- Design to take wetlands permitting versus directional boring into consideration as timelines allow.

Exhibit 3

Permanent Spent Cooling Water Discharge Design Specifications

COSNER TECH SITE

Spent cooling water will be permanently discharged from the Cosner Tech site through a private on-site lift station and forcemain that will discharge into an existing 30-inch public sewer along Massaponax Church Road.

CARTER'S STORE TECH SITE

Spent cooling water will be permanently discharged from the Carter's Store Tech site to closest appropriate sewer main. The Provider will determine the design during the preliminary engineering phase.

SUMMIT CROSSING TECH SITE

Spent cooling water will be permanently discharged from the Summit Crossing Tech site to closest appropriate sewer main. The Provider will determine the design, including the possible inclusion of a booster station, during the preliminary engineering phase.

Exhibit 4
Domestic Sewer Service
Design Specifications

COSNER TECH SITE

Domestic sewer service to Cosner Tech will be provided by an on-site private pump station and forcemain that will discharge to an existing public gravity sewer. General conveyance will align with Infrastructure improvements delivered to provide permanent spent cooling water discharge service as described in Exhibit 3.

CARTER'S STORE TECH SITE

Domestic sewer service to Carter's Store Tech will be permanently discharged from the Carter's Store Tech site to closest appropriate sewer main. The Provider will determine the design during the preliminary engineering phase.

SUMMIT CROSSING TECH SITE

Domestic sewer service to Summit Crossing Tech will be permanently discharged from the Summit Crossing Tech site to closest appropriate sewer main. The Provider will determine the design, including possible booster station, during the preliminary engineering phase.

Exhibit 5
Form of ADS Parent Guaranty

LIMITED PARENT GUARANTY

This Limited Parent Guaranty ("Guaranty"), effective _____, is made by Amazon.com, Inc. ("Amazon.com") to and for the benefit of _____ ("Beneficiary"). Capitalized terms not otherwise defined herein have the meanings specified in the Contract (as defined below).

Recitals

- A. _____, a directly or indirectly wholly owned subsidiary of Amazon.com ("Subsidiary"), and Beneficiary are parties to that certain _____ Agreement (the "Contract") effective _____.
- B. In order to be assured of payment under the Contract, Beneficiary desires that Amazon.com guaranty the performance of certain payment obligations as set forth herein.

Guaranty

In consideration of the foregoing and to induce Beneficiary to enter into the Contract, Amazon.com agrees as follows.

1. Amazon.com unconditionally and absolutely guarantees to Beneficiary Subsidiary's performance when due and owing of all present and future payment obligations not paid in accordance with the terms of the Contract by Subsidiary. Notwithstanding anything to the contrary set forth in this Guaranty, Amazon.com's maximum cumulative liability under this Guaranty shall be \$_____ (the "Guaranty Cap").
2. Under this Guaranty, Amazon.com shall perform (or cause Subsidiary to perform) all payment obligations in accordance with the terms and conditions of the Contract.
3. Amazon.com promises to pay all amounts guaranteed promptly upon receipt of a written notice from Beneficiary which evidences (i) Subsidiary's non-performance of its payment obligations under the Contract, and (ii) Beneficiary's first having demanded payment from Subsidiary in writing, which Subsidiary has not honored. Except to the extent of the demand requirement set forth in this Section 3, Amazon.com waives protest and notice of dishonor or default. This is a guaranty of payment only, and not of collection.
4. This Guaranty is governed as to its validity, construction and performance by the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions.
5. Amazon.com agrees that this Guaranty is a continuing guaranty and shall remain in full force and effect until all payment obligations under the Contract have been performed as set forth in the Contract, subject to Section 1 above.
6. This Guaranty is binding upon and inures to the benefit of Amazon.com and Beneficiary and their respective successors and assigns.

- 7. Amazon.com has all rights and defenses that each Subsidiary may have to any payment obligation, except that the liability of Amazon.com is not affected by (a) any defense based upon an election of remedies by Beneficiary that destroys or otherwise impairs the subrogation rights of Amazon.com or the right of Amazon.com to proceed against any Subsidiary for reimbursement; (b) any duty on the part of Beneficiary to disclose to Amazon.com any facts Beneficiary may know about any Subsidiary, it being agreed that Amazon.com is fully responsible for being and keeping informed of the financial condition of each Subsidiary and of all circumstances bearing on the risk of non-payment of the payment obligations; or (c) any defense arising from the bankruptcy or insolvency of any Subsidiary.
- 8. All notices hereunder will be given in writing, will refer to this Guaranty and will be personally delivered or sent by overnight courier, or registered or certified mail (return receipt requested). Notices to Amazon.com will be delivered at the following addresses:

Mail

Courier

Amazon.com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226
Attn. (insert Amazon business)

Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109
Attn. (insert Amazon business)

With a copy to:

With a copy to:

Amazon.com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226
Attn. General Counsel (insert Business)

Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109
Attn. General Counsel (insert Business)

Amazon.com may from time to time change such address by giving Beneficiary notice of such change in accordance with this Section 8.

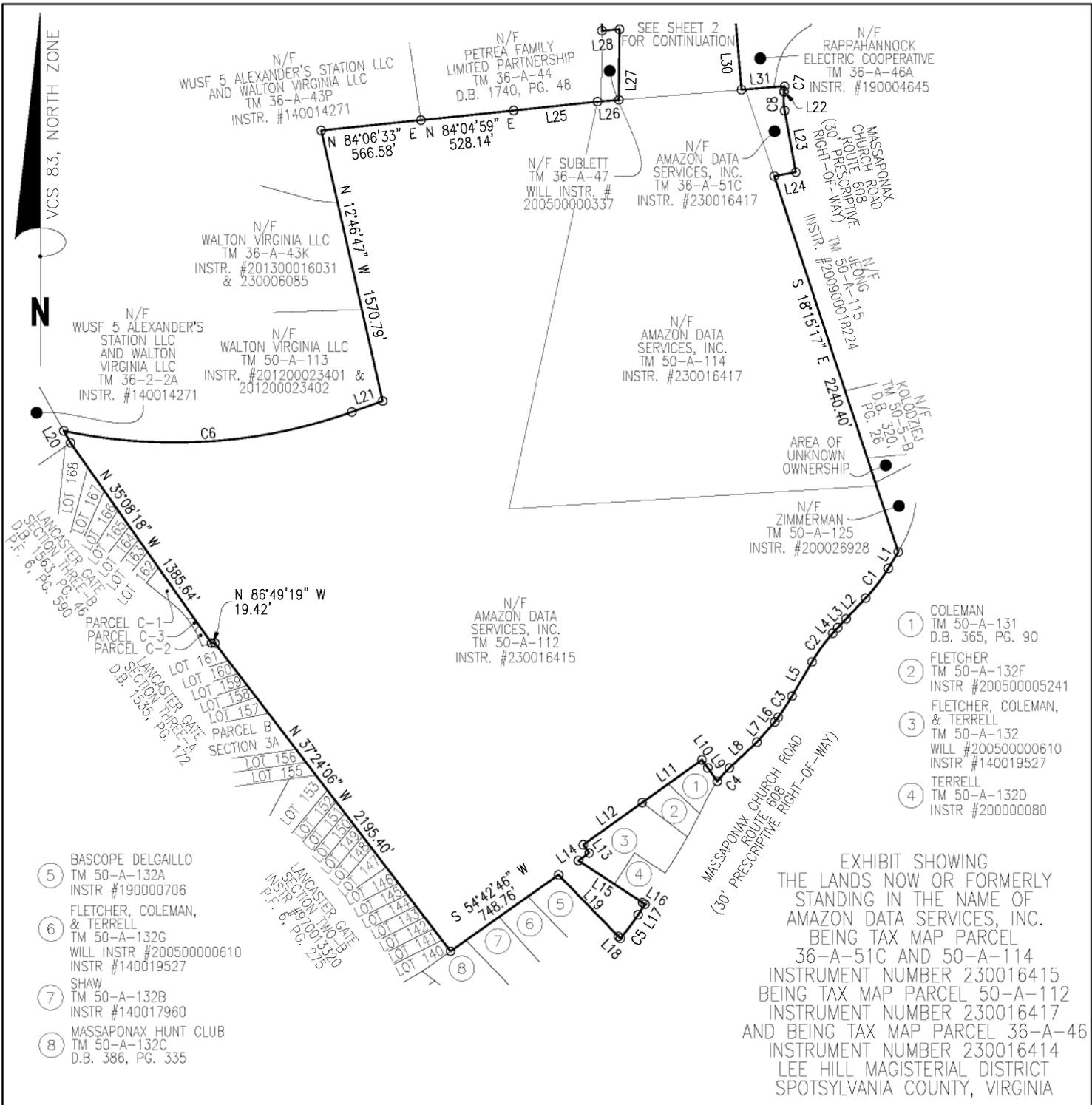
AMAZON.COM, INC.

By: _____
Printed Name: _____
Title: _____
Date Signed: _____



Exhibit 6
Identification of Projects





- ① COLEMAN
TM 50-A-131
D.B. 365, PG. 90
- ② FLETCHER
TM 50-A-132F
INSTR #200500005241
- ③ FLETCHER, COLEMAN,
& TERRELL
TM 50-A-132
WILL #200500000610
INSTR #140019527
- ④ TERRELL
TM 50-A-132D
INSTR #200000080

- ⑤ BASCOPE DELGAILLO
TM 50-A-132A
INSTR #190000706
- ⑥ FLETCHER, COLEMAN,
& TERRELL
TM 50-A-132G
WILL INSTR #200500000610
INSTR #140019527
- ⑦ SHAW
TM 50-A-132B
INSTR #140017960
- ⑧ MASSAPONAX HUNT CLUB
TM 50-A-132C
D.B. 386, PG. 335

EXHIBIT SHOWING
THE LANDS NOW OR FORMERLY
STANDING IN THE NAME OF
AMAZON DATA SERVICES, INC.
BEING TAX MAP PARCEL
36-A-51C AND 50-A-114
INSTRUMENT NUMBER 230016415
BEING TAX MAP PARCEL 50-A-112
INSTRUMENT NUMBER 230016417
AND BEING TAX MAP PARCEL 36-A-46
INSTRUMENT NUMBER 230016414
LEE HILL MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

SHEET 1 OF 2 CONTAINING ~ 329.378 ACRES

DWG: P:\8186 - ALEXANDER'S CROSSING\8186-01-007 (SUR) - PLAT\SURVEY\PLATS\EXHIBITS\100475-A-MP-006 Cosners.dwg DATE: 7/15/24



REVISION	

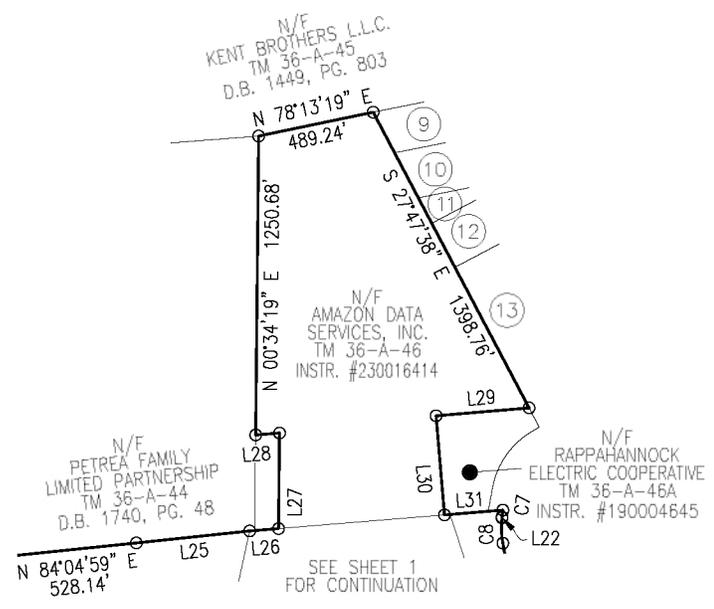
Cosner Tech

Bowman Consulting Group, Ltd. Phone: (540) 371-0268
1300 Central Park Blvd. Fax: (540) 371-3479
Fredericksburg, Virginia 22401 www.bowman.com

NOT A FORMAL SUBDIVISION PLAT;
EXHIBIT ONLY FOR GENERAL
PROPERTY DESCRIPTION

© Bowman Consulting Group, Ltd.

SCALE: 1" = 800'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 31°20'28" W	109.13'
L2	S 43°16'09" W	160.82'
L3	S 43°34'38" W	68.35'
L4	S 41°25'46" W	42.75'
L5	S 30°19'56" W	225.00'
L6	S 36°04'15" W	31.93'
L7	S 41°21'38" W	153.59'
L8	S 46°48'16" W	214.15'
L9	N 35°36'26" W	93.33'
L10	N 35°36'23" W	56.93'
L11	S 54°23'37" W	415.85'
L12	S 54°23'36" W	410.44'
L13	S 35°36'17" E	56.93'
L14	S 54°23'31" W	74.30'
L15	S 56°49'03" E	434.14'
L16	S 56°49'12" E	16.34'
L17	S 33°11'48" W	72.25'
L18	N 44°09'30" W	14.84'
L19	N 44°09'47" W	486.58'
L20	N 29°08'43" W	77.81'
L21	N 70°26'23" E	185.10'
L22	S 05°59'14" W	3.41'
L23	S 10°13'25" E	353.76'
L24	S 79°39'03" W	123.89'
L25	N 83°57'22" E	476.90'
L26	N 85°17'26" E	121.13'
L27	N 00°34'37" E	399.88'
L28	S 85°21'53" W	99.97'
L29	S 85°08'54" W	390.38'
L30	S 04°50'46" E	416.16'
L31	N 85°17'26" E	245.12'

- ⑨ DOUGLAS O. WALL & REGINA L. WALL
TM 36-3-A
D.B. 622, PG. 269
- ⑩ DOUGLAS O. WALL & REGINA L. WALL
TM 36-3-C
D.B. 622, PG. 269
- ⑪ DOUGLAS O. WALL & REGINA L. WALL
TM 36-3-G
D.B. 622, PG. 269
- ⑫ LEON BULLOCK SR.
TM 36-3-F
INSTR #200600003200
- ⑬ HDS REAL ESTATE INVESTMENTS LLC
TM 36-3-E
INSTR #230005308

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	1018.00'	211.94'	S 37°18'20" W	211.56'	11°55'43"	106.35'
C2	1032.62'	200.00'	S 35°52'51" W	199.69'	11°05'50"	100.31'
C3	1427.00'	142.93'	S 33°12'06" W	142.87'	5°44'20"	71.52'
C4	568.65'	101.31'	S 41°42'03" W	101.17'	10°12'26"	50.79'
C5	1240.94'	166.99'	S 37°02'49" W	166.86'	7°42'37"	83.62'
C6	2996.09'	1654.03'	N 86°15'18" E	1633.11'	31°37'51"	848.68'
C7	833.59'	29.35'	S 06°59'45" W	29.34'	2°01'01"	14.67'
C8	375.44'	106.22'	S 02°07'05" E	105.87'	16°12'37"	53.47'

EXHIBIT SHOWING
THE LANDS NOW OR FORMERLY
STANDING IN THE NAME OF
AMAZON DATA SERVICES, INC.
BEING TAX MAP PARCEL
36-A-51C AND 50-A-114
INSTRUMENT NUMBER 230016415
BEING TAX MAP PARCEL 50-A-112
INSTRUMENT NUMBER 230016417
AND BEING TAX MAP PARCEL 36-A-46
INSTRUMENT NUMBER 230016414
LEE HILL MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA

SHEET 2 OF 2

CONTAINING ~ 329.378 ACRES

DWG: P:\8186 - ALEXANDER'S CROSSING\8186-01-007 (SUR) - PLAT\SURVEY\PLATS\EXHIBITS\100475-A-MP-006 Cosners.dwg DATE: 7/15/24



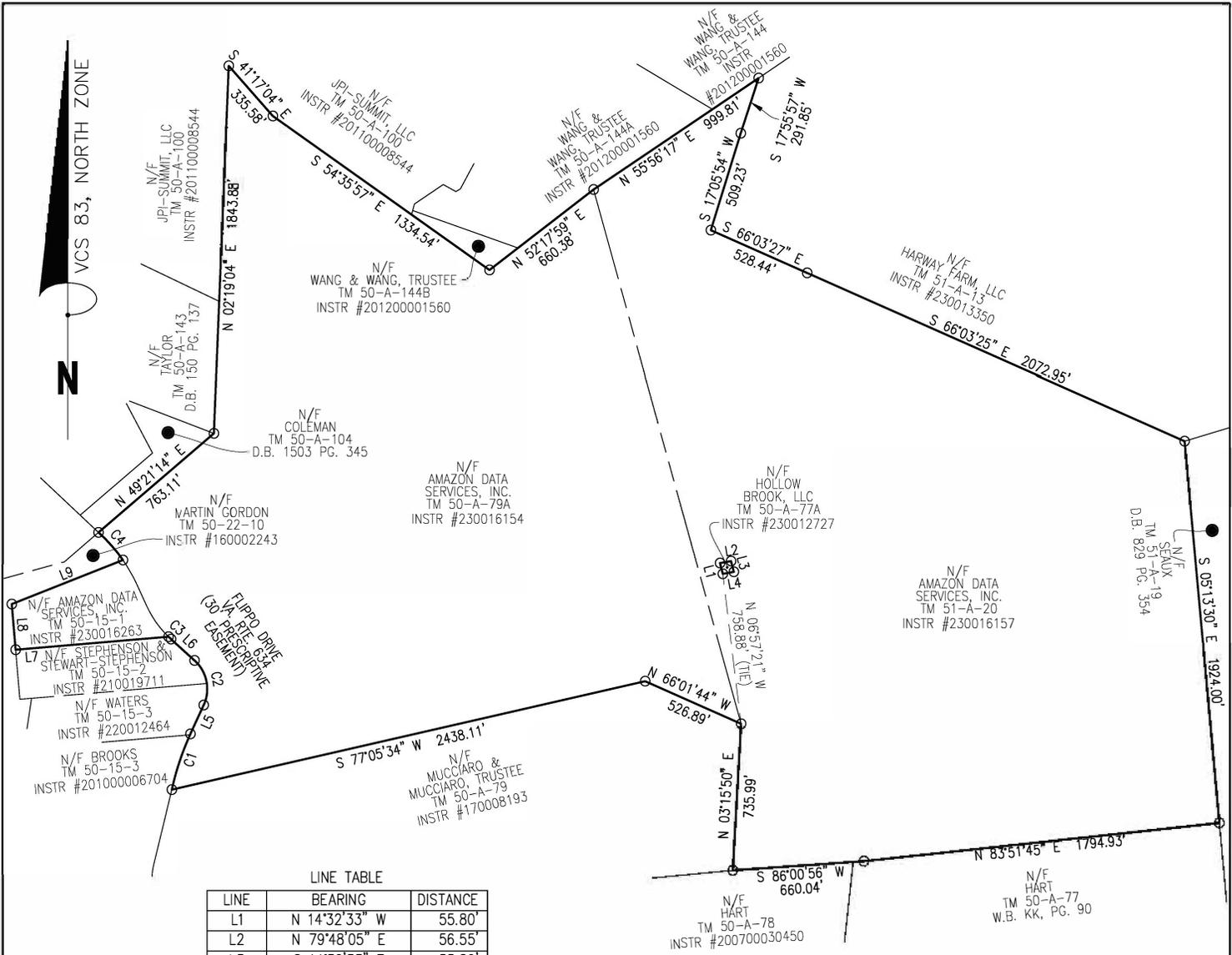
REVISION	

Bowman Consulting Group, Ltd. Phone: (540) 371-0268
1300 Central Park Blvd. Fax: (540) 371-3479
Fredericksburg, Virginia 22401 www.bowman.com

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SCALE: 1" = 800'

NOT A FORMAL SUBDIVISION PLAT;
EXHIBIT ONLY FOR GENERAL
PROPERTY DESCRIPTION



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 14°32'33" W	55.80'
L2	N 79°48'05" E	56.55'
L3	S 14°32'33" E	55.80'
L4	S 79°48'05" W	56.55'
L5	N 24°40'31" E	159.50'
L6	N 47°46'06" W	159.50'
L7	S 85°09'22" W	770.22'
L8	N 04°50'38" W	229.85'
L9	N 68°22'02" E	600.22'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	1373.72'	295.48'	N 18°30'48" E	294.91'	121°9'26"	148.31'
C2	193.42'	244.56'	N 11°32'47" W	228.59'	72°26'41"	141.68'
C3	516.17'	17.28'	N 46°48'33" W	17.28'	1°55'06"	8.64'
C4	798.97'	185.50'	N 41°25'29" W	185.08'	13°18'09"	93.17'

EXHIBIT SHOWING THE LANDS NOW OR FORMERLY STANDING IN THE NAME OF AMAZON DATA SERVICES, INC. BEING TAX MAP PARCEL 51-A-20 INSTRUMENT NUMBER 230016157 TAX MAP PARCEL 50-A-79A INSTRUMENT NUMBER 230016154 AND TAX MAP PARCEL 50-15-1 INSTRUMENT NUMBER 230016263 LEE HILL MAGISTERIAL DISTRICT SPOTSYLVANIA COUNTY, VIRGINIA

CONTAINING ~ 315.167 ACRES

DWG: P:\8186 - ALEXANDER'S CROSSING\8186-01-007 (SUR) - PLAT\SURVEY\PLATS\EXHIBITS\100475-A-MP-004 Carters.dwg DATE: 7/15/24



REVISION	

Carter's Store Tech

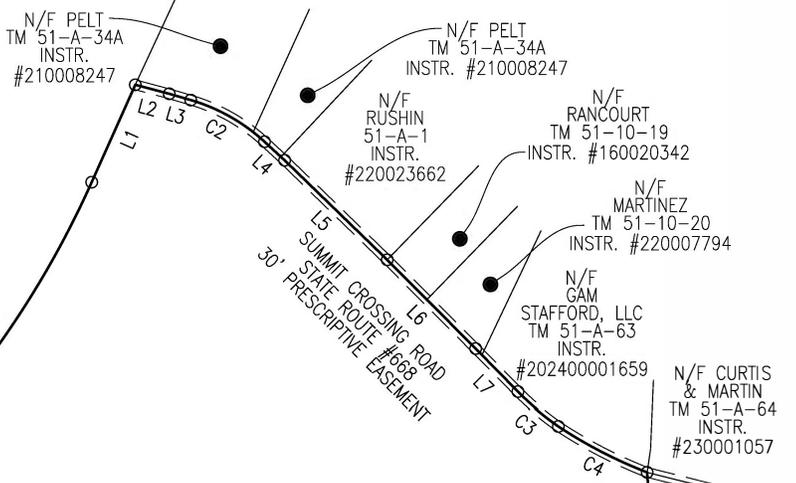
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 1300 Central Park Blvd. Fax: (540) 371-3479
 Fredericksburg, Virginia 22401 www.bowman.com

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SCALE: 1" = 800'

EXHIBIT SHOWING
THE LANDS NOW OR FORMERLY
STANDING IN THE NAME OF
AMAZON DATA SERVICES, INC.
BEING TAX MAP PARCEL 51-A-33
INSTRUMENT NUMBER 230016156
LEE HILL MAGISTERIAL DISTRICT
SPOTSYLVANIA COUNTY, VIRGINIA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 24°06'26" E	335.08'
L2	S 75°09'09" E	110.25'
L3	S 73°43'24" E	70.38'
L4	S 47°19'51" E	85.89'
L5	S 45°51'37" E	449.00'
L6	S 44°51'42" E	393.66'
L7	S 44°32'46" E	189.29'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	3004.93'	1624.80'	N 39°35'51" E	1605.08'	30°58'50"	832.79'
C2	582.71'	268.42'	S 60°31'38" E	266.05'	26°23'33"	136.63'
C3	888.80'	166.00'	S 49°53'48" E	165.76'	10°42'04"	83.24'
C4	1475.70'	314.76'	S 62°39'27" E	314.16'	12°13'15"	157.98'

N/F
AMAZON DATA
SERVICES, INC.
TM 51-A-33
INSTR. #230016156

N/F
CRISMOND
TM 51-A-32
D.B. 1029, PG. 9

N/F
GARCIA ET. AL.
TM 51-A-70
INSTR. #210037315

CONTAINING ~ 229.466 ACRES

DWG: V:\100475 - WALTON AND POTOMAC CHURCH - REZONINGS\100475-02-001 (SUR)\SURVEY\PLATS\100475-A-MP-007 Summit.dwg DATE: 7/17/24



REVISION	

Summit Crossing Tech

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SCALE: 1" = 600'



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Legal VP:	
Bulk Send:	
Source Envelope:	
Document Pages: 38	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Amanda Cardona
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	ATTN: Legal Department
	PO BOX 81226
	Seattle, WA 98108
	mandacar@amazon.com
	IP Address: 205.251.233.178

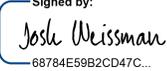
Record Tracking

Status: Original	Holder: Amanda Cardona	Location: DocuSign
10-Sep-2024 13:30	mandacar@amazon.com	

Signer Events

Josh Weissman
 weissman@amazon.com
 Director, AWS
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 68784E59B2CD47C...
 Signature Adoption: Pre-selected Style
 Using IP Address: 15.248.1.205

Timestamp

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 Viewed: 12-Sep-2024 | 06:51
 Signed: 12-Sep-2024 | 06:51

Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

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Status

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Status

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Samantha Horton
 SHorton@spotsylvania.va.us
 Security Level: Email, Account Authentication (None)

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Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	10-Sep-2024 13:32
Certified Delivered	Security Checked	12-Sep-2024 06:51
Signing Complete	Security Checked	12-Sep-2024 06:51

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps