

## **ECONOMIC DEVELOPMENT LOCAL PERFORMANCE AGREEMENT**

This Economic Development Local Performance Agreement (the “Agreement”) is entered into as of the Effective Date by and between Amazon Data Services, Inc., a Delaware corporation (the “Company”) and the County of Louisa Virginia, a Virginia political subdivision (the “County”), and describes the agreement between the Parties relating to an economic development project to assist the Company in the location of the Company’s data center facilities in the County. The Company and the County may be referred to herein individually as a “Party” or collectively as the “Parties.” Capitalized terms used in this Agreement have the meanings assigned them in the Recitals and Section I.

### RECITALS:

WHEREAS, the County is vitally interested in the economic welfare of its citizens, the creation and maintenance of sustainable jobs for its citizens, and the development of new infrastructure to serve its citizens, and therefore wishes to provide the necessary conditions to stimulate investment in the local economy and promote business, resulting in the creation of a substantial investment in the County, and to encourage economic growth and development opportunities; and

WHEREAS, the Company is engaged in the development and operation of data centers, including through direct ownership and third-party partners; and

WHEREAS, the Company has proposed to build, develop, and operate , or cause to build, develop, and operate, data center facilities at locations in the County within the Technology Overlay District (“TOD”), including locations known as Lake Anna Technology Campus (formerly known as REB) and North Creek Technology Campus (formerly known as JCM), as further described in Exhibit A hereto, and may build at additional sites in the future (collectively, the “Sites”); and

WHEREAS, to build, develop, and operate data center facilities at the Sites, the Company intends to make, or cause to be made, billions of dollars of Capital Investment and create, or cause to be created, hundreds of New Full-Time Jobs in the County which collective development, job creation, and Capital Investment will be referred to herein as the “Project”; and

WHEREAS, time is of the essence in developing the Project, and the County desires to work with the Company and its agents to provide efficient approvals of various zoning, permits, inspections, and other actions necessary to allow the Project to proceed within the TOD (the “Permitting Package”); and

WHEREAS, the Company and the County intend to implement processes and specify and develop the necessary infrastructure to support the Project, including transportation, water, power, connectivity, and other infrastructure, and to that end intend to enter into a Water Services Agreement and potentially other development agreements that reflect each Party’s obligations with

regard to construction and development of such infrastructure. The County's commitments to support infrastructure requirements will be referred to herein as the "Utility Package"; and

WHEREAS, to encourage the Project and additional data center development, the County desires to support infrastructure built by the Company, or caused to be built by the Company, by providing incentives to the Company pursuant to the Annual Infrastructure Grants and an Investment Performance Grant, as described in Sections III and IV of the Agreement, respectively; and

WHEREAS, Subsection 43 of Section 58.1-3506(A) of the Code of Virginia (the "Code") authorizes local governments to declare computer equipment and peripherals, as defined in Section 58.1-3295.3(A) of the Code (the "Computer Equipment"), used in a data center to be a separate class of property and shall constitute a classification for local taxation separate from other classifications of tangible personal property; and

WHEREAS, the County has enacted by Resolution 2023-81 such classification which will tax the Computer Equipment used in a data center, as defined in Subsection 43 of Section 58.1-3506(A) of the Code, at a rate of no more than \$1.25 per \$100 of assessed value, and provides for an accelerated depreciation schedule for such Computer Equipment compared to other classifications of tangible personal property in the County as further defined herein (the "Tax Package"); and

WHEREAS, the provision of the Annual Infrastructure Grants, Investment Performance Grant, Permitting Package, Utility Package, and Tax Package were important factors in the Company's decision to make, or cause to make, Capital Investments and create, or cause to create, jobs in the County; and

WHEREAS, the General Assembly of the Commonwealth of Virginia has enacted § 59.1-284.42 of the Code, known as the Cloud Computing Cluster Infrastructure Grant Fund (the "Grant Fund Program"), which provides grants by the Commonwealth of Virginia (the "Commonwealth") for infrastructure and workforce development to data center companies that meet certain job creation and capital investment targets; and

WHEREAS, the Grant Fund Program requires that the Commonwealth grants are matched on a two-for-one basis (the "Local Match") by the locality in which a data center company will build, or cause to be built, a new facility, and the County desires to provide the Local Match to encourage additional data center development; and

WHEREAS, the Company and the Virginia Economic Development Partnership ("VEDP") intend to enter into a Memorandum of Understanding (the "Company and VEDP MOU") identifying the estimated grant amount the Company is entitled to receive under the Grant Fund Program as well as capital investment and job creation timelines; and

WHEREAS, the County recognizes that the Project will bring direct and indirect benefits to the County that constitute a valid public purpose for the use of public funds, including

stimulating additional tax revenue and economic activity, and has offered to provide the Annual Infrastructure Grants, Investment Performance Grant, Permitting Package, Utility Package, and Tax Package to induce development of the Project; and

WHEREAS, the County may act in cooperation with or through the Louisa County Industrial Development Authority (the “Authority”) for the provisions of its commitments under this agreement; and

WHEREAS, the Company acknowledges that its decision to locate the Project in the County resulted from the availability of the Grant Fund Program, Annual Infrastructure Grants, Investment Performance Grant, Utility Package, Permitting Package, and Tax Package; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

I. DEFINITIONS. For the purposes of this Agreement, unless defined elsewhere in this Agreement, the following terms will have the following meanings:

“Agreement” is defined in the Preamble.

“Annual Infrastructure Grants” is defined in Section III(A).

“Authority” is defined in the Recitals.

“Company and VEDP MOU” is defined in the Recitals.

“Capital Investments” means an investment by or on behalf of the Company for the Project on or after January 1, 2023, but prior to July 1, 2050, by purchase or lease, in real property, tangible personal property, or both, at a facility that is properly chargeable to a capital account or would be so chargeable with a proper election.

“Code” is defined in the Recitals.

“Commonwealth” is defined in the Recitals.

“Company” is defined in the Preamble.

“Computer Equipment” is defined in the Recitals.

“County” is defined in the Preamble.

“Effective Date” is the date upon which both parties have signed this Agreement and the County Board of Supervisors has voted to approve this Agreement.

“Force Majeure Event” means without limitation, any of the following: any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; terrorist act; power outage; fire; flood; windstorm; hurricane; earthquake; landslides; lightning; tornadoes; storms; washouts; droughts; or other casualty; insurrection, epidemic, pandemic, arrests; restraint of government and people; quarantine, explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; partial or entire failure of utilities; any change in law, order, regulation or other action of any governing authority; or any other cause or event not reasonably within the control of the Company, including any delay in making Capital Investments resulting from insufficient or unavailable utilities or other entitlements for the Project.

“Grant Fund Program” is defined in the Recitals.

“Incremental Tax Revenues” is defined in Section III(A).

“Infrastructure Costs” means costs incurred by or on behalf of the Company or the Company’s designees related to fiber, water, wastewater, and stormwater facilities; gas pipelines; electrical transmission and distribution lines; site clearing, grading and other improvements to support the construction, development, and operation of the Project.

“Investment Performance Grant” is defined in Section IV(A).

“Local Match” is defined in the Recitals.

“New Full-Time Jobs” means job positions created on or after January 1, 2023, in which the employee works on or for the Project, and for which the standard fringe benefits are provided. A New Full-Time Job will require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of the employer’s operations, which normal year will consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions will not qualify as New Full-Time Jobs. Positions created after January 1, 2023, by contractors that are dedicated full-time to providing operational services for the Project may constitute New Full-Time Jobs but will not exceed 20 percent of the number of New Full-Time Jobs set forth in Section II(B) of this Agreement.

“Party” and “Parties” are defined in the Preamble.

“Permitting Package” is defined in the Recitals and Section V.

“Project” is defined in the Recitals.

“Sites” is defined in the Recitals.

“Single Point of Contact” is defined in Section V(A)(4).

“Tax Package” is defined in the Recitals and Section VII.

“TOD” is defined in the Recitals.

“Utility Package” is defined in the Recitals and Section VI.

“VEDP” is defined in the Recitals.

“Water Services Agreement” means the agreement between the Company and the County, or a political subdivision thereof, to specify the Company’s potable and non-potable water and wastewater requirements and the necessary infrastructure to support those requirements.

## II. COMPANY INVESTMENT AND JOB CREATION.

A. COMPANY CAPITAL INVESTMENT AND INFRASTRUCTURE COSTS. On or after January 1, 2023, but prior to July 1, 2040, the Company intends to invest, or cause to be invested, in the County at least eleven billion dollars (\$11,000,000,000) in Capital Investments relating to the Project. Nothing in this Agreement shall be construed as permitting the County to compel the Company to make investments.

### B. JOB CREATION

1. The Company intends to create, or cause to create, and maintain hundreds of New Full-Time Jobs during the term of this Agreement.
2. The Company intends to work with local, regional, and state organizations, which may include one or more local community colleges, to identify and train local candidates for New Full-Time Jobs.
3. The Parties acknowledge that the estimate of New Full-Time Jobs provided in this Subsection (B) is an estimate provided for informational purposes only and is not intended to be construed as permitting the County to compel the Company to create jobs.

### C. REPORTING.

1. The Company shall send to the County and the Authority copies of all reports required under the Company and VEDP MOU specific to the Company’s activities in the County, including performance reports and annual reports, to document the value of the Capital Investments and the amount of Infrastructure Costs incurred in the County.

2. To the extent that the County has questions about the data supplied by the Company with respect to the Company's Capital Investments, the Parties will engage in good faith efforts to resolve such questions and, upon the County's reasonable request, the Company will furnish back-up documentation sufficient to verify the accuracy and completeness of such accounting statements or reports, and to demonstrate the manner in which the Capital Investments were calculated.
3. Company agrees that in addition to any statutory or regulatory requirements for disclosures in the Commonwealth, the following governmental entities and departments may have access to the property tax records held by Commonwealth government entities as they pertain to Louisa County: 1) Louisa County Commissioner of the Revenue; 2) Louisa County Treasurer; 3) Louisa County Department of Economic Development; and 4) Louisa County Administrator.

III. COUNTY ECONOMIC DEVELOPMENT INCENTIVES - ANNUAL INFRASTRUCTURE GRANTS.

- A. The County will provide annual grants to the Company (the "Annual Infrastructure Grants") to offset a portion of the projected Infrastructure Costs to be incurred by or on behalf of the Company. The Annual Infrastructure Grants will be paid in the amounts set forth in Subsection E and in the form of a grant based on the incremental increase in real and business tangible personal property taxes generated by the Company's activities and activities performed on its behalf, compared to such tax revenues generated on each of the respective Sites as of January 1, 2023 (the "Incremental Tax Revenue").
- B. The County agrees to pay the Annual Infrastructure Grants for a period of twenty (20) years with the first payment to be made in 2026 and the last payment to be made in 2046, subject to Section G below.
- C. Annual Infrastructure Grants will be paid by the County to the Company through the Authority and shall be subject to annual appropriation. The County shall pay the Annual Infrastructure Grant each year within sixty (60) days of receipt of the Company's payment of its annual property taxes. Each Annual Infrastructure Grant payment shall be based on the Company's property tax payment made in the same calendar year in which the Annual Infrastructure Grant payment is due, and the Company's certification to the Virginia Economic Development Partnership (VEDP) of its aggregate Capital Investment as of the June 30 preceding the date of the Annual Infrastructure Grant payment. As an example, and for illustrative purposes only, the County's Annual Infrastructure Grant payment in 2026 shall be based on the Company's tax payment of the property tax bill(s) due on December 5, 2026, and the Company's VEDP certification of aggregate Capital Investment as of June 30, 2026. The County agrees to assist and facilitate the payment process.

- D. The Parties agree that for purposes of determining the amount of the Annual Infrastructure Grants, the amount of the Capital Investment shall be based on the Company’s reports to VEDP indicating the amount of Capital Investment made, or caused to be made, by the Company. The amount of Capital Investment shall not be adjusted for annual depreciation or other method of valuation for tax purposes.
- E. Annual Infrastructure Grants shall be paid using the applicable percentage of Incremental Tax Revenue and thresholds as set forth in the following schedule:

<b>Total Capital Investment as of June 30 preceding the year of payment</b>	<b>Annual Infrastructure Grants as a % of Incremental Tax Revenue</b>	<b>Annual Infrastructure Grants Term – 20 Years</b>
<b>\$150 million to \$11 billion</b>	<b>15%</b>	<b>2026 – 2046</b>
<b>Over \$11 billion to \$20 billion</b>	<b>20%</b>	
<b>Over \$20 billion to \$30 billion</b>	<b>25%</b>	
<b>Over \$30 billion</b>	<b>30%</b>	

- F. The aggregate value of the Annual Infrastructure Grants shall not be limited by the County. In the event the Parties disagree on the amount or schedule of the Annual Infrastructure Grants, the Parties shall seek to resolve the disagreement pursuant to the process set forth in Section XII(B).
- G. If the Company has not invested, or caused to be invested, in the County at least eleven billion dollars (\$11,000,000,000) in Capital Investments prior to July 1, 2040, then the County will not be obligated to pay additional Annual Infrastructure Grants to the Company pursuant to this Agreement.

**IV. COUNTY ECONOMIC INCENTIVES – INVESTMENT PERFORMANCE GRANT.**

- A. If the Company’s Capital Investments have reached \$11 billion prior to July 1, 2040, the County, beginning in 2047, will make five annual grant payments to the Company in the form of a percentage of the Incremental Tax Revenue according to the following schedule (the “Investment Performance Grant”). The first Investment Performance Grant payment will be in calendar year 2047 and continue through calendar year 2051 for a total of five Investment Performance Grant payments, based on the Company’s property tax payment made in the same calendar year in which the Investment Performance Grant payment is due, and the Company’s certification to the Virginia Economic Development Partnership (VEDP) of its aggregate Capital Investment as of the June 30 preceding the date of the Investment Performance Grant payment. As an example, and for illustrative purposes only, the

County’s Investment Performance Grant payment in 2047 shall be based on the Company’s tax payment of the property tax bill(s) due on December 5, 2047 and the Company’s aggregate Capital Investment as of June 30, 2047.

- B. Upon termination of its annual reporting requirement to VEDP in 2044, the Company will submit an annual certification of its aggregate Capital Investment in a format substantially similar to its previous certifications to VEDP to the County.

**Investment Performance Grant Schedule**

<b>Total Capital Investment as of June 30 preceding the year of payment</b>	<b>Investment Performance Grants as % of Incremental Tax Revenue</b>	<b>Investment Performance Grant Term – 5 Years</b>
<b>\$11 billion to \$20 billion</b>	<b>17.0%</b>	<b>2047 – 2051</b>
<b>Over \$20 billion</b>	<b>20.0%</b>	

- C. The Parties agree that for purposes of determining the amount of the Investment Performance Grants, the amount of the Capital Investment shall be based on the Company’s reports to VEDP indicating the amount of Capital Investment made, or caused to be made, by the Company. The amount of Capital Investment shall not be adjusted for annual depreciation or other method of tax valuation. In the event the Parties disagree on the amount or schedule of the Investment Performance Grant, the Parties shall seek to resolve the disagreement pursuant to the process set forth in Section XII(B).
- D. The Investment Performance Grant will be paid by the County from Incremental Tax Revenue. The aggregate value of the Investment Performance Grant shall not be limited by the County.
- E. If the Company has not invested, or caused to be invested, in the County at least eleven billion dollars (\$11,000,000,000) in Capital Investments prior to July 1, 2040, then the County will not be obligated to pay Investment Performance Grants to the Company pursuant to this Agreement.

V. PERMITTING PACKAGE

- A. The County understands time is of the essence and permitting and other delays may impact the Company’s ability to meet its targets set forth in this Agreement. The County commits to using all best efforts to act to effect the development of the



Project at the Sites and to allow for completion of all infrastructure for the Project, including the following actions:

1. Ensure an efficient permitting process for site disturbance and development, erosion control and management, stormwater management, impacts to resource protection areas, and other activities related to the development and construction of data centers that are within the County's purview such that site permits are issued within sixty (60) days of submission of a complete application and site development plan(s);
2. Conduct inspections and issue permits for construction of data centers in a timely manner, including, if necessary, the addition of staff or use of third-party consultants to meet Project schedules;
3. Cooperate with and coordinate with state and federal regulatory bodies in their reviews and permitting processes for the Project, including providing timely responses to requests for information and comment in support of the development and the exercise of eminent domain authority; and
4. Utilize a single point of contact to coordinate activities, resolve issues, and facilitate interactions, including permitting and inspections and appropriation and payment of Annual Infrastructure Grants and Investment Performance Grants (the "Single Point of Contact"). The County's Single Point of Contact is identified in Exhibit B herein. The Company's Single Point of Contact will be identified by notice to the County pursuant to Section XII(F). Any subsequent changes to the Single Point of Contact shall be shared with the other Party in writing pursuant to the Notice provisions of this Agreement in Section XII(F).
5. The County agrees to coordinate with the Virginia Department of Transportation ("VDOT") and support Company's efforts to construct a public roadway through the North Creek Technology Campus Site to be built to applicable VDOT standards satisfactory to the County and the Company.
6. If requested by the Company, the County agrees to accept possession of an unimproved portion of up to 380 acres of the North Creek Technology Campus Site identified in the September 7, 2023, AWS build plan as "Prop. Public Space" (Exhibit A2). The County may use its commercially reasonable discretion to determine the design and development timeline of the property as a public space and public access locations to the public space in coordination with the Company. The County shall coordinate development plans with the Company to ensure the public space's plan of development does not conflict with the Company's development of the North Creek Technology Campus.
7. The County agrees that new public roadway(s) and/or new public space(s) (parks) within the North Creek Technology Campus Site will be exempt from

setback requirements contained in the TOD and all other County requirements related to roadways or public spaces.

- B. Failure to comply with the provisions of this Section or to meet the deadlines specified in this Section may lead to delays or inability of the Company to meet its obligations.

VI. UTILITY PACKAGE

- A. The County understands time is of the essence and access to reliable, adequate utilities are critical for the Project's success. Within one-hundred twenty (120) days of the Effective Date, the Company and the County will enter into a Water Services Agreement that specifies the Company's water and sewer service requirements, dates when such water and sewer services are required and the necessary infrastructure to support those requirements. The Company and the County may enter into subsequent development agreements that set forth the Parties' additional infrastructure obligations.

- B. The County will take the following actions:

1. With regard to development of the necessary water infrastructure for the Company to construct and develop the Project, as detailed or otherwise specified in the Water Services Agreement:
  - a. The County will be responsible for all design, engineering, and construction of the offsite water infrastructure necessary for the Project, with the cost of such development to be borne by the Company at the time the County incurs such expenses. The County will complete construction of the offsite water and sewer infrastructure and provide water and sewer services by the dates set forth in the Water Services Agreement. The Parties agree and acknowledge that this subsection does not limit the County's obligation to pay the Annual Infrastructure Grant pursuant to Section III of this Agreement.
  - b. The County will be responsible for securing all easements, rights-of-way, and other property rights necessary to deliver the offsite infrastructure by the dates set forth in the Water Services Agreement.
2. With regard to development of the necessary electric infrastructure for the Company to construct and develop the Project, the County will use best efforts to reasonably assist the Company in obtaining easements, rights-of-way, zoning approvals, permit reviews, and other property rights necessary to develop and construct electric infrastructure.

- C. The Parties acknowledge that the Company’s intent is to invest as quickly as possible, provided the requisite infrastructure is in place to enable operation of the Sites, and that any delay in entering into the Water Services Agreement or procuring adequate infrastructure will impact the Company’s ability to invest in the Project.
- D. Easements acquired by the County or a County-related entity for infrastructure will be designed to the maximum extent feasible to allow for the addition of conduit, pipeline, cable, and/or fiber for the Company’s use at a later date or to accommodate other Project needs. Expansion or improvements to the Company’s proposed infrastructure development to meet current or future County infrastructure needs for other users will be paid for by the County.
- E. All public infrastructure will be owned and operated by the County or its designee. The County will operate and maintain an offsite potable water system, non-potable water system, and a sewer/wastewater system that serves the Sites, meeting conventional county standards. Future expansion or improvements to the public infrastructure to meet future County infrastructure needs for other users will be paid for by the County.

VII. TAX PACKAGE.

- A. The County has adopted Resolution 2023-81, which states the following and is attached hereto as Exhibit C.

Commencing on September 18, 2023, and ending no earlier than December 31, 2050, the tax rate on Computer Equipment shall not exceed \$1.25 per \$100 of assessed value. Such equipment shall be subject to the following depreciation schedule:

Year 1	50% of original cost
Year 2	35% of original cost
Year 3	20% of original cost
Year 4	10% of original cost
Year 5+	5% of original cost

- B. Commencing on the Effective Date, and ending no earlier than December 31, 2050, the County agrees to use all best efforts to ensure timely passage of future annual resolutions to maintain the tax rate and depreciation schedule set forth above. In the event of future actions by the General Assembly of the Commonwealth which could permit different tax treatment of commercial and industrial property, the County agrees it will continue to treat Computer Equipment as exempt from any higher real or personal property tax rate or special assessment. In the event the County increases the tax rate above \$1.25 per \$100 of assessed value, or negatively alters the above depreciation schedule, then any amount exceeding what would have been

owed by the Company under this Section shall be reimbursed to the Company through the Authority until the rates are restored to the amounts outlined herein. Such reimbursements would be in addition to all other reimbursements, grants, and payments owed to the Company under this Agreement, and shall be made within sixty (60) days after the Company makes its annual property tax payments.

VIII. COUNTY ECONOMIC DEVELOPMENT INCENTIVES - LOCAL MATCH.

- A. The County's payments through the Annual Infrastructure Grants and the Investment Performance Grant will contribute towards the Local Match.
- B. The Parties anticipate that the Annual Infrastructure Grants and the Investment Performance Grant may exceed the amount of the Local Match required by the State.

IX. WITHHOLDING, REDUCTION, AND RECAPTURE OF ANNUAL INFRASTRUCTURE GRANT AND INVESTMENT PERFORMANCE GRANT

- A. If any taxes, fees, or assessments owed to the County by Company at the time any Annual Infrastructure Grant or Investment Performance Grant installment is to be paid is outstanding, but not subject to dispute or a Force Majeure Event, the County may withhold the Annual Infrastructure Grant or Investment Performance Grant until such required payments are satisfied, at which time the full Annual Infrastructure Grant or Investment Performance Grant shall be promptly paid.
- B. The County may cease any further Annual Infrastructure Grant and Investment Performance Grant payments to Company if the Company makes a public, formal announcement of its plan to terminate the Project, as of the date of such termination for reasons other than a Force Majeure Event. The Parties agree that this provision does not apply to any plans or announcements to terminate investments at specific Sites, but only to plans to terminate the entire Project.
- C. During the term of this Agreement, the Company agrees that if it is required to notify any local government entity of a "Plant Closing" or "Mass Layoff" as defined under the Worker Adjustment and Retraining Notification Act ("WARN") (20 CFR Part 639) with respect to the Project, the Company will also provide the Authority with a copy of such WARN notice.
- D. If the amount of Capital Investment is lower than expected under the terms of this Agreement due to a Force Majeure Event, and the Parties agree the targets for Capital Investment as defined in this Agreement are no longer attainable, then the Parties agree to negotiate modifications to this agreement that may include revised targets for Capital Investment and extending the end date (i.e., 2046 and 2051) of payment of the Annual Infrastructure Grants and Investment Performance Grant, respectively.

X. TERMINATION OF AGREEMENT. This Agreement shall terminate upon the later of: (i) payment of the final Annual Infrastructure Grant, or (ii) if applicable, the final Investment Performance Grant payment. After such termination, this Agreement will be null and void, and the parties to this Agreement will have no further obligations from one to the other thereafter, except that the obligations of the Parties under sections V.A.6 and 7, VI.E, and VII shall survive the termination of this Agreement.

XI. REPRESENTATIONS.

A. The Company represents as of the date of this Agreement as follows:

- i. The Company (a) is a Delaware corporation duly organized and validly existing under the laws of its state of incorporation; (b) is duly qualified to transact business and is in good standing in Virginia; (c) is not in violation of any provision of its organizational documents; (d) has full corporate power to own its properties and conduct its business; (e) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (f) by proper action has duly authorized the execution and delivery of this Agreement; and (g) is not in default under any provision of this Agreement;
- ii. To its knowledge, the Company's execution and delivery of this Agreement neither conflicts with, nor will result in, a breach or default under its organizational documents; nor, to the best of its knowledge, will its execution and delivery conflict with, or result in, a breach or default under the terms, conditions, or provisions of any statute, order, rule, regulation, agreement, or instrument to which the Company is a party or by which it is bound;
- iii. This Agreement constitutes its legal, valid, and binding obligations, enforceable in accordance with its terms; and
- iv. To the Company's knowledge, there is no litigation or proceeding pending or, to its knowledge, threatened against the Company, which would adversely affect the validity of this Agreement.

B. The County represents as of the date of this Agreement as follows:

- i. The County (a) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (b) by proper action has duly authorized the execution and delivery of this Agreement; and (c) is not in default under any provisions of this Agreement;

- ii. This Agreement constitutes the County's legal, valid, and binding obligation, enforceable in accordance with its terms;
- iii. To the County's knowledge, there is no litigation or proceeding pending or threatened against the County or affecting it which would adversely affect the validity of this Agreement, or its ability to meet its obligations under this Agreement;
- iv. To the best of the County's knowledge, the County is not in default under any provision of Virginia law which would affect its existence or its powers; and
- v. The County shall make every effort to obtain timely appropriations required to fund the provisions of this Agreement.

**C. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE AUTHORITY OR THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE AUTHORITY OR COUNTY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE AUTHORITY OR COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT NOR TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY AND THE AUTHORITY. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE AUTHORITY OR COUNTY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE AUTHORITY BOARD. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS ARTICLE TAKES PRIORITY.**

## XII. MISCELLANEOUS

- A. Governing Law; Venue. This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the

Commonwealth, without reference to its conflict of law rules. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court. With respect to any proceeding or action arising out of or in any way related to this Agreement (whether in contract, tort, equity or otherwise) the parties knowingly, intentionally and irrevocably waive their right to trial by jury.

- B. Dispute Resolution. In the event of any dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement (including disputes as to the creation, validity, or interpretation of this Agreement) (a “Dispute”), then upon the written request of either Party, each of the Parties will appoint a designated senior executive whose task it will be to meet for the purpose of endeavoring to resolve the Dispute. The designated executives will meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. Such executives will discuss the Dispute and will negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto. The specific format for such discussions will be left to the discretion of the designated executives but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. No formal proceedings for the resolution of the Dispute may be commenced until the earlier to occur of (a) a good faith mutual conclusion by the designated executives that amicable resolution through continued negotiation of the matter in issue does not appear likely or (b) the 30th day after the initial request to negotiate the Dispute. Such formal proceedings may include, as applicable, the right to appeal all matters pertaining to the assessment to the Tax Commissioner of the Commonwealth pursuant to Section 58.1-1821 of the Code, or directly to a Circuit Court, as described in Section XII(A) above.
- C. Limitations on Liability. No officer, agent, or employee of the Authority, the County, or the Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

In no event will the Company be liable for any loss of data, loss of profits, cost of cover or other special, incidental, consequential, indirect, punitive, exemplary or reliance damages arising from or in relation to this Agreement, however caused and regardless of theory of liability. In no event will the Company’s liability for direct damages under this Agreement exceed the amount of Annual Infrastructure Grants paid by the County under this Agreement for the twelve-month period preceding the claim.

- D. A Party will not be considered in material breach of this agreement unless the breaching party is given written notice of its breach and fails to cure within sixty (60) days of the notice. If the breach remains uncured following this sixty (60)-day cure period, the non-breaching party may terminate this Agreement upon written notice to the breaching party.
- E. Confidentiality and Proprietary Information. Any documents relating to this Agreement which contain confidential proprietary information made available by the Company shall be maintained as confidential, to the maximum extent permitted by law, by the County and any other parties with which the County must share such information in order to meet its obligations under this Agreement, including Commonwealth agencies, departments, and offices. The Parties incorporate by reference the Non-Disclosure Agreement entered into on April 26, 2022

The County and the Authority shall, and shall direct any other party receiving confidential proprietary information to:

- i. use adequate safeguards to maintain the security and confidentiality of all materials, communications, data, and information related to this Agreement or supplied by the Company in connection with this Agreement;
- ii. exercise the utmost discretion in oral and written communications regarding this Agreement;
- iii. provide information internally only to those individuals who need the information to facilitate the parties' performance under this Agreement; and
- iv. use adequate physical and technical measures to maintain the security of all electronic and tangible records relating to this Agreement.

The County and Authority agree to promptly notify the Company in the event of a security breach that could have impacted any electronic or tangible records relating to this Agreement.

- F. Notices.
1. Any communication required or permitted by this Agreement must be in writing and will refer to this Agreement, except as expressly provided otherwise in this Agreement.
  2. Any communication under this Agreement shall be sufficiently given and deemed given when personally delivered, sent by receipted facsimile transmission, or after deposited in the mails by registered or first-class



certified mail, postage prepaid, with return receipt requested, and addressed as follows:

a. If to Company:

Amazon Data Services, Inc.  
P.O. Box 81226  
Seattle, Washington 98108  
Email: [contracts-legal@amazon.com](mailto:contracts-legal@amazon.com);  
[AWS-econ-dev@amazon.com](mailto:AWS-econ-dev@amazon.com)  
Fax: (206) 266-7010  
Attention: General Counsel

And a copy which shall not constitute notice to:

Chris Lloyd  
McGuireWoods Consulting, LLC  
800 East Canal Street  
Richmond, Virginia 23219  
Email: [clloyd@mwellc.com](mailto:clloyd@mwellc.com)

And a copy to the Company's Single Point of Contact, which shall not constitute notice.

b. If to the Authority:

The Industrial Development Authority  
1 Woolfolk Avenue, STE 302  
Louisa, VA 23093  
Email: [awade@louisa.org](mailto:awade@louisa.org)

Attention: Economic Development Director

With copy to:

Authority Counsel  
1 Woolfolk Avenue, STE 306  
Louisa, VA 23093  
Email: [cgoodwin@louisa.org](mailto:cgoodwin@louisa.org)

Attention: County Attorney

And a copy to:

County Administrator  
1 Woolfolk Avenue, STE 301

Louisa, VA 23093  
Email: cgoodwin@louisa.org

Attention: County Administrator

And a copy to the County's Single Point of Contact listed in Exhibit B, which shall not constitute notice.

3. Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.
- G. Non-Business Days. If the date for making any payment or performing any act or exercising any right is not a day when County's general government offices are open for public business, such payment must be made or act performed or right exercised on or before the next business day such offices are open for public business.
- H. Assignment. The Parties shall not assign this Agreement or any portion thereof without the written consent of the other Parties; provided, however, the Company shall be permitted to assign this Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any direct or indirect wholly-owned subsidiary or other related party of the Company or to any company that is the successor by merger, asset purchase or otherwise to all or substantially all of its business (and any such party shall assume all obligations of the Company under this Agreement).
- I. Dissolution of Company. If the Company's legal entity is dissolved or suspended and the Company does not notify the County of such dissolution within ten (10) calendar days and the entity status is not reinstated in thirty (30) business days, this Agreement, at the sole option of the County, shall be declared null and void or the Company shall execute a new Agreement showing the Company's correct legal entity.
- J. Force Majeure. Any delay in the performance of any of the duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay is a Force Majeure Event. The Delayed Party shall give prompt notice to the other party of such cause and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.
- K. Time. Time is of the essence in this Agreement and each and all of its provisions.

- L. Entire Agreement: Amendments. This Agreement constitutes the entire contract between the parties governing the Annual Infrastructure Grants, Investment Performance Grant, Utility Package, the Tax Package, and the Permitting Package. This Agreement may not be changed except in writing signed by all parties.
- M. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.
- N. Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.
- O. Binding Effect. This Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns. There are no other agreements or other conditions precedent to the binding nature of the respective obligations of the County under this Agreement, other than the performance by Company of its obligations under this Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

<p>[SEAL]</p> <p><b>ATTEST:</b></p> <p>By: _____ Clerk</p>	<p><b>LOUISA COUNTY, VIRGINIA</b></p> <p>By: _____ Name</p> <p>Its: _____ Title</p> <p><b>DATE:</b> _____</p>
--	---

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
, County Attorney

--	--

	<p><b>AMAZON DATA SERVICES, INC.</b></p> <p>By: _____ Name</p> <p>Its: _____ Title</p> <p><b>DATE:</b> _____</p>
--	--

EXHIBIT A1, A2– LEGAL DESCRIPTION and CURRENT SITE PLAN

EXHIBIT B – County Single Point of Contact

EXHIBIT C – Resolution

**EXHIBIT A1  
(LEGAL DESCRIPTION OF SITES)**

Lake Anna Tech Campus  
(formerly “REB”)

Legal Description:

Parcel Numbers:

---

Northeast Creek Tech Campus  
(formerly “JCM”)

Legal Description:

Parcel Numbers:

**EXHIBIT A2**  
**(CURRENT SITE PLAN AS OF SEPTEMBER 7, 2023)**  
**(final plan subject to change)**

**EXHIBIT B  
(COUNTY SINGLE POINT OF CONTACT)**

As of the date of execution of this Agreement

as to the County:

Name: Andy Wade

Title: Economic Development Director

Email: awade@louisa.org

Mailing Address: 1 Woolfolk Avenue, STE 302, Louisa, VA 23093



**EXHIBIT C**  
**[County Resolution]**