

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”~~), the County of King George, Virginia, a Virginia political subdivision (~~the “County”~~), and the Economic Development Authority of King George County, a Virginia political subdivision (~~the “EDA”~~), 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 King George County. ~~The Company, County, and the EDA 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, King George 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 King George 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 data center facilities at locations in King George County, as further described in Exhibit A hereto, and may build 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 in King George County and create, or cause to be created, more than one hundred New Full-Time Jobs in King George 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 King George County desires to work with the Company and its agents to provide Fast Track Review of various zoning, permits, inspections, and other actions necessary to allow the Project to proceed (the “Permitting Package”); and

WHEREAS, the Company and King George 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 may 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. ~~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, King George County and the EDA desire to support infrastructure built, or caused to be built, by the Company by providing incentives to the Company in the form of the Annual Infrastructure Grants and Investment Performance Grants 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 will constitute a classification for local taxation separate from other classifications of tangible personal property; and

WHEREAS, King George County has enacted by a 2019 ordinance 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 specified in a 2019 resolution of \$1.25 per \$100 of assessed value, and the Commissioner of Revenue has provided for an accelerated depreciation schedule for such Computer Equipment compared to other classifications of tangible personal property in King George County as further described herein ~~(the “Tax Package”)~~; and

WHEREAS, the provision of the Annual Infrastructure Grants, Investment Performance Grants, Permitting Package, Utility Package, and Tax Package were important factors in the Company’s decision to make Capital Investments and create jobs in King George 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 Program (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 King George County desires to provide the Local Match to encourage additional data center development; and

WHEREAS, the Company and VEDP ~~the Virginia Economic Development Partnership (“VEDP”)~~ intend to enter into the Company and VEDP MOU ~~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, King George County recognizes that the Project will bring direct and indirect benefits to King George County that constitute a valid public purpose for the use of public funds, including New Full Time Jobs, stimulating additional tax revenue and economic activity, and increasing the customer base for utilities, and has offered to provide the Annual Infrastructure Grants, Investment Performance Grants, Permitting Package, Utility Package, and Tax Package to induce development of the Project, thereby increasing King George County's tax base, attracting additional businesses, and creating New Full-Time Jobs in King George County; and

WHEREAS, King George County may act in cooperation with or through the EDA to fulfill its commitments under this Agreement; and

WHEREAS, King George County, the EDA and the Company acknowledge that the Company's decision to locate the Project in King George County resulted from the availability of the Grant Fund Program, Annual Infrastructure Grants, Investment Performance Grants, Utility Package, Permitting Package, and Tax Package; and

WHEREAS, King George County, the EDA, and the Company acknowledge that the Company's intended Capital Investments and the revenue derived therefrom together with the New Full-Time Jobs and utility customer base are the consideration to induce King George County and the EDA to enter into this Agreement.

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~~ the Economic Development Local Performance Agreement entered into as of the Effective Date by and between the Parties.

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

"Capital Investments" means an investment by or on behalf of the Company for the Project (in King George County) 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~~ the Virginia Code, as amended.

"Commonwealth" is the Commonwealth of Virginia, a state of the United States of America ~~defined in the Recitals.~~

"Company" is Amazon Data Services, Inc., a Delaware corporation ~~defined in the Preamble.~~

“Company and VEDP MOU” is ~~defined in the Recitals~~ a Memorandum of Understanding between the Company, the Commonwealth, and VEDP as may be subsequently executed consistent with authorization of the Grant Fund Program.

“Computer Equipment” is ~~defined in the Recitals~~ means computer equipment and peripherals as defined in Section 58.1-3295.3(A) of the Code.

“Confidential Information” is defined in Section XII(E).

“County” is defined in the Preamble.

“Dispute” is defined in Section XII(B).

“EDA” is the Economic Development Authority of King George County, a Virginia political subdivision defined in the Preamble.

“Effective Date” is the date upon which all Parties have signed this Agreement.

“Fast Track Review” means good faith efforts by King George County to expedite reviews, permitting, and inspection for the Project as facilitated by third party consultants.

“Force Majeure Event” means, in respect of a Party, any event or occurrence that is not within the reasonable control of that Party or its affiliates, and prevents that Party from performing its obligations under this Agreement, including any of the following events and occurrences (provided that it meets the foregoing requirements): 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; labor strike, lockout, or other labor or industrial disturbance (whether or not on the part of agents or employees of a 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; partial or entire failure of utilities; any change in law, order, regulation, or other action of any governing authority; or any other event or occurrence not within the reasonable control of that Party or its affiliates, including insufficient or unavailable utilities for the Project.

“Grant Fund Program” is ~~the Cloud Computing Cluster Infrastructure Grant Fund as authorized by Section 59.1-284.42 of the Code~~ defined in the Recitals.

“Incremental Tax Revenue” means the increase in real and personal property taxes generated at the Sites in a given tax year, compared to the real and personal property taxes generated at the Sites during the tax year ended December 31, 2022, which will include any rollback taxes due as a result of rezonings of the Sites approved by the King George

County Board of Supervisors on September 5, 2023. Exhibit A states the amount of real and personal property taxes generated at the Sites described on it during the tax year ended December 31, 2022.

“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; transportation; and planning, design, site clearing, grading and other capital improvements to support the construction and development of the Project (in King George County).

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

“King George County” means the County of King George, Virginia, a Virginia political subdivision.

“Local Match” is a locality’s two-for-one match of state grant funds as set forth in the Grant Fund Program defined in the Recitals.

“Maximum Infrastructure Costs Reimbursement Amount” means (i) 10% of Infrastructure Costs through June 30, 2040, or (ii) \$36,636,000, whichever is smaller, subject to adjustment pursuant to Sections III(D) and IX(D).

“New Full-Time Jobs” means job positions created on or after January 1, 2023, in which the employee works on or for the Project (in King George County), and for which the Company provides standard fringe benefits. 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% 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~~ are the Company, King George County, and the EDA individually each as a Party; and collectively as Parties.

“Permitting Package” is collectively Fast Track Review of various zoning, permits, inspections, and other actions necessary to allow the Project to proceed as described more fully in defined in the Recitals and Section V.

“Project” is the building, development, and operation of data center facilities at the Sites, including the collective Capital Investment the Company intends to make, or cause to be made, in King George County and New Full-Time Jobs the Company intends to create, or

cause to be created, in King George County to build, develop, and operate those data center facilities defined in the Recitals.

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

“Sites” are locations in King George County where the Company has proposed to build, develop, and operate data center facilities, as further described in Exhibit A hereto., and additional sites in King George County in which the Company may build, develop, and operate data center facilities in the future is defined in the Recitals.

“Tax Legislation Rate” is defined in Section VII(A).

“Tax Package” is ~~defined in the Recitals~~ and collectively the tax rate provisions, depreciation schedule, and possible additional as provided in Section VII.

“Utility Package” is King George County’s intent to coordinate with the Company to implement processes and specify and develop the necessary infrastructure to support the Project, and commitment, acting within the scope of its authority, to assist the Company to effect the development of the Project at the Sites and to assist with the completion of all public water and sewer infrastructure for the Project at the Sites and to assist with the completion of all public water and sewer infrastructure for the Project in accordance with a mutually executed Water Services Agreement, as provided in Section VI defined in the Recitals.

“VEDP” is ~~defined in the Recitals~~ the Virginia Economic Development Partnership, which among other duties administers the Cloud Computing Cluster Infrastructure Grant Fund.

“Water Services Agreement” means an agreement between the Company and King George County or the King George County Service Authority to specify the Company’s potable and non-potable water and wastewater requirements and the necessary infrastructure to support those requirements and the Company’s water-related commitments to King George County or the King George County Service Authority.

II. COMPANY INVESTMENT AND JOB CREATION

A. COMPANY CAPITAL INVESTMENT AND INFRASTRUCTURE. During the term of this Agreement, the Company expects to invest, or cause to be invested, in King George County at least \$6,000,000,000 in Capital Investments relating to the Project, which includes an estimated \$336,360,000 in anticipated Infrastructure Costs related to the Sites. The Parties acknowledge that dollar figures regarding Infrastructure Costs are projections based on good faith estimates only as of the Effective Date. Nothing in this Agreement will be construed as permitting King George County to compel the Company to make investments.

B. JOB CREATION

1. The Company intends to create and maintain more than one hundred New Full-Time Jobs during the term of this Agreement.
2. The Company ~~intends to~~ is already, and will continue, working with local, regional, and state organizations, which may include one or more local community colleges, to identify and train local and regional candidates for New Full-Time Jobs.
3. The Parties acknowledge that the estimate of New Full-Time Jobs provided in this Section II(B) is an estimate provided for informational purposes only. Nothing in this Agreement will be construed as permitting King George County to compel the Company to create jobs.

C. REPORTING

1. The Company must send to King George County and the EDA copies of all reports required under the Company and VEDP MOU specific to the Company's activities in King George County, including performance reports and annual reports, to document the cost of the Capital Investments and the amount of Infrastructure Costs incurred in King George County, and the number of New Full-Time Jobs. In the event that the VEDP reporting requirement ends sooner than the term of this Agreement, the Company will continue to submit an annual report in a format substantially similar to its previous reporting to VEDP and to King George County until termination of the Agreement. The Company also hereby authorizes King George County's Commissioner of Revenue to disclose to King George County and EDA real and personal property tax bills for the Sites for each tax year during the term of this Agreement and whether that tax liability has been satisfied. King George County and EDA may use the information disclosed by the Commissioner of Revenue pursuant to the preceding sentence solely for the purpose of calculating Incremental Tax Revenue, Annual Infrastructure Grants, Investment Performance Grants, and additional grants payable pursuant to Section VII(B).
2. The Company will also annually furnish a report that demonstrates the manner in which the Capital Investments and Infrastructure Costs were calculated, and upon King George County's written request, provide annual updates on the Company's job training efforts specified in Section II(B)(2). A sample report is attached as Exhibit D but the form of any actual reports provided by the Company pursuant to this Section may vary based on the final form of the reports provided pursuant to Section II(C)(1). To the extent that King George County or the EDA has questions about the ~~data~~ reports supplied by the Company with respect to the Company's Capital Investments and Infrastructure Costs, the Parties will engage in good faith efforts to resolve such questions, and, upon King George 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 and Infrastructure Costs were calculated.

3. King George County may publish an annual report that includes the aggregate Capital Investments, aggregate Infrastructure Costs, and aggregate New Full-Time Jobs stated in the Company's reports provided pursuant to Sections II(C)(1) and II(C)(2). Such annual report may include the total amount of annual payments made by the EDA as Annual Infrastructure Grants and Investment Performance Grants as well as the amount paid by the Company to King George County pursuant to Section IX(E), if any.

III. COUNTY ECONOMIC DEVELOPMENT INCENTIVES – ANNUAL INFRASTRUCTURE GRANTS

- A. King George County will, subject to Section XII(N), provide funds to the EDA for purposes of paying annual grants to the Company (the "Annual Infrastructure Grants") each in an amount equal to 60% of Incremental Tax Revenue (regardless of the amount of reported Infrastructure Costs in a specific year) but which in total will not exceed the Maximum Infrastructure Costs Reimbursement Amount.
- B. Annual Infrastructure Grants will be paid to the Company by the EDA and will be subject to annual appropriation by the King George County Board of Supervisors. The EDA will pay Annual Infrastructure Grants to the Company each year within 90 days of King George County's receipt of the Company's payment of its annual property taxes and the documentation required by Section II(C) of this Agreement. King George County and the EDA will reasonably assist the Company with completion of the payment process in accordance with this Agreement. At King George County's written request, the Company will make a presentation including a Project overview to both the King George County Board of Supervisors and EDA prior to the payment of the first Annual Infrastructure Grant.
- C. In the event the Parties disagree on the amount or schedule of the Annual Infrastructure Grants, the Parties will seek to resolve the disagreement pursuant to the process set forth in Section XII(B).
- D. At any time, the Company may provide notice to King George County that it will forego reimbursement for Infrastructure Costs incurred after the date stated in that notice. If the Company provides notice to King George County pursuant to this Section III(D), the Maximum Infrastructure Costs Reimbursement Amount will be calculated based on the Company's total Infrastructure Costs incurred through the date stated in that notice, instead of through June 30, 2040. This Section III(D) will survive the termination of this Agreement.

E. Subject to Section XII(N), King George County’s obligation to pay Annual Infrastructure Grants that are due, owing and unpaid as of the date of termination will survive the termination of this Agreement.

IV. COUNTY ECONOMIC DEVELOPMENT INCENTIVES – INVESTMENT PERFORMANCE GRANTS

A. If (i) total Capital Investments are greater than or equal to \$6,000,000,000 and (ii) the sum of all Annual Infrastructure Grants paid by the EDA to the Company is equal to the Maximum Infrastructure Costs Reimbursement Amount, then King George County will, subject to Section XII(N), provide funds to the EDA for purposes of payment of additional annual grants to the Company (the “Investment Performance Grants”) each in an amount equal to the percentage of Incremental Tax Revenue stated in the below table. Investment Performance Grants will be paid by the EDA to the Company beginning in the first tax year after the conditions stated in this Section IV(A) have been satisfied and in each year thereafter during the term of this Agreement.

Total Capital Investments	Percentage of Incremental Tax Revenue to be Paid to Company as Investment Performance Grant
\$6 billion to \$10 billion	10%
Over \$10 billion to \$15 billion	15%
Over \$15 billion	20%

B. Investment Performance Grants will be paid to the Company by the EDA and will be subject to annual appropriation by the King George County Board of Supervisors. The EDA will pay Investment Performance Grants to the Company each year within 90 days of King George County’s receipt of the Company’s payment of its annual property taxes and the documentation required by Section II(C) of this Agreement. King George County and the EDA will reasonably assist the Company with completion of the payment process in accordance with this Agreement.

C. In the event the Parties disagree on the amount or schedule of the Investment Performance Grants, the Parties will seek to resolve the disagreement pursuant to the process set forth in Section XII(B).

D. Subject to Section XII(N), King George County’s obligation to pay Investment Performance Grants that are due, owing, and unpaid as of the date of termination will survive the termination of this Agreement.

V. PERMITTING PACKAGE

King George County understands time is of the essence and plan review, permitting, and construction delays may impact the Company's ability to meet its targets set forth in this Agreement. King George County commits to using best efforts to act to effect the development of the Project at the Sites and to assist with, within the scope of its authority but reserving all legislative discretion as to the exercise of eminent domain, the completion of all infrastructure for the Project, including the following actions:

- A. Implement Fast Track Review for plans, permitting, and construction process for any applicable site development, building construction, and land disturbing activities related to the development and construction of data centers that are within King George County's purview, provided that the Fast Track Review process will only apply if there is a cost reimbursement agreement between the Company and King George County for reimbursement by the Company of related third-party consulting or inspection fees paid by King George County. This provision does not preclude separate mutual agreement to extend or enlarge an existing cost reimbursement agreement for third-party consulting or inspection costs associated with the Project.
- B. Perform applicable permit inspections for construction of data centers in a timely manner, including, if necessary, additional coordination with King George County staff and responsible parties of the Company;
- C. Respond to and coordinate with state and federal regulatory bodies in their plan review, permitting, and construction processes for the Project, including providing timely responses to requests for information; and
- D. Utilize a single point of contact to coordinate activities, resolve potential issues, and facilitate interactions associated with this Section V (the "Single Point of Contact"). King George County's Single Point of Contact is identified in Exhibit B. The Company's Single Point of Contact will be identified by notice to the County. Any changes to a Party's Single Point of Contact will be shared with the other Parties in writing pursuant to the notice provisions of this Agreement in Section XII(F).

VI. UTILITY PACKAGE

King George County understands time is of the essence and access to reliable, adequate utilities are critical for the Project's success. The Company and King George County or the King George County Service Authority will enter into negotiation of a Water Services Agreement. King George County, acting within the scope of its authority, commits to assist the Company to effect the development of the Project at the Sites and to assist with the completion of all public water and

sewer infrastructure for the Project in accordance with a mutually executed Water Services Agreement. The Water Services Agreement will include a commitment by the Company to provide 600,000 gallons per day of raw surface water at no charge to the King George County or the King George County Service Authority. The Company will discuss with King George County or the King George County Service Authority the possibility of the Company providing more than 600,000 gallons per day of raw surface water, as well as how to address meeting public water needs to address health and public safety in low flow or drought situations that impact the availability of water from the Rappahannock River, and any agreement with respect to additional water and low flow or drought situations that impact the availability of water from the Rappahannock River will be included in the Water Services Agreement or a separate agreement. The termination of this Agreement will not cause the termination of the Water Services Agreement or separate agreement unless the Water Services Agreement or separate agreement expressly provides that it will terminate upon termination of this Agreement.

VII. TAX PACKAGE

- A. King George County enacted by ordinance dated June 18, 2019, a specific tax classification for Computer Equipment used in a data center, as defined in Subsection 43 of Section 58.1-3506(A) of the Code, and by ordinance dated June 18, 2019, established a tax rate for Computer Equipment of \$1.25 per \$100 of assessed value (the “Tax Legislation Rate”). The ordinance and resolution are attached as Exhibit C. The Commissioner of Revenue has set the below accelerated depreciation schedule for Computer Equipment.

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. King George County will direct the King George County Administrator to present future budgets to the King George County Board of Supervisors that assume the Tax Legislation Rate as the maximum applicable to Computer Equipment for the Board’s consideration. In the event King George County (i) increases the tax rate on Computer Equipment above the Tax Legislation Rate, or (ii) the Commissioner of Revenue alters the above depreciation schedule, so as to increase the Company’s taxes on Computer Equipment in King George County, then any taxes on Computer Equipment owed by the Company to King George County above the taxes that would have been owed had the Tax Incentive Rate and the above depreciation schedule remained in effect will be payable as an additional grant. The payment will be paid to the Company by the EDA as a separate annual payment and will be subject to annual appropriation by the King George County Board of Supervisors. This separate annual payment will be in addition to the other payments required by this Agreement and will continue until the tax rate on Computer Equipment and

depreciation schedule are restored to the rate and schedule described above. Payments required by this Section VII(B) will be paid to the Company within 90 days of receipt of the Company's payment of its annual property taxes. King George County and the EDA will not be required to make the separate annual payments required by this Section VII(B) after June 30, 2040 if total Capital Investments through that date are less than \$6,000,000,000, provided that King George County will appropriate and the EDA will pay any amounts due, owing and unpaid as of that date. Subject to Section XII(N), King George County's and the EDA's obligations to fund or pay amounts that are due, owing and unpaid under this Section VII(B) as of the date of termination will survive the termination of this Agreement.

VIII. COUNTY ECONOMIC DEVELOPMENT INCENTIVES – LOCAL MATCH

The Parties acknowledge they intend to participate in the Grant Fund Program, and that if they do in fact participate in the Grant Fund Program, King George County's payments through the Annual Infrastructure Grants and the Investment Performance Grants will contribute towards the Local Match.

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

- A. If any taxes, fees, charges, or assessments owed to King George County by the Company at the time any Annual Infrastructure Grant or Investment Performance Grant is to be paid are outstanding and overdue or subject to an active dispute, King George County and EDA may withhold the Annual Infrastructure Grant or Investment Performance Grant. Annual Infrastructure Grants and Investment Performance Grants withheld pursuant to this Section IX(A) will be paid to the Company within 30 days after the amount giving rise to the withholding right has been paid to King George County (if outstanding and overdue) or finally determined and paid to King George County (if subject to dispute).
- B. Without limiting King George County and EDA's obligation to pay Annual Infrastructure Grants and Investment Performance Grants that are due, owing, and unpaid pursuant to the terms of this Agreement, King George County and EDA may cease any further Annual Infrastructure Grant and Investment Performance Grant payments to the Company if the Company makes a public, formal announcement of its plan to terminate the Project, as of the date of such termination. 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 EDA and King George County with a copy of such WARN notice.

- D. If total Capital Investments through June 30, 2040 are less than \$6,000,000,000, the Maximum Infrastructure Costs Reimbursement Amount will be reduced by multiplying the Maximum Infrastructure Costs Reimbursement Amount by a percentage equal to total Capital Investments through June 30, 2040 divided by \$6,000,000,000. As an example, if total Capital Investments through June 30, 2040 are \$3,000,000,000, then the reduced Maximum Infrastructure Costs Reimbursement Amount will equal the Maximum Infrastructure Costs Reimbursement Amount multiplied by 50%. This Section IX(D) will survive the termination of this Agreement.
- E. If the sum of all Annual Infrastructure Grants paid by King George County to the Company exceeds the Maximum Infrastructure Costs Reimbursement Amount (including as that amount may be adjusted pursuant to Sections III(D) or IX(D)), the Company will pay King George County an amount equal to the excess within 90 days of final calculation. This Section IX(E) will survive the termination of this Agreement.
- F. If judicial or state legislative action changes the tax classifications of property presently classified as Computer Equipment, mandates different assessment or depreciation methodologies for that property than the Tax Legislation Rate and depreciation schedule stated in Section VII(A), or otherwise results in King George County's inability to collect local tax revenue from Company property that would presently be classified as Computer Equipment consistent with the revenue it would have been able to collect under the Tax Legislation Rate, depreciation schedule stated in Section VII(A), and the existing tax classification of Computer Equipment, then (i) King George County's and the EDA's obligations in Sections IV(A) and (B) will be suspended for the duration of the period that King George County is legally obligated to tax or assess the Company's Computer Equipment in a manner that results in materially less revenue than is available under current law, and (ii) at King George County's request, the Parties will meet to discuss the reduction in Project-specific tax revenue directly resulting from the judicial or state legislative action and the expected impact of that reduction on King George County, and to negotiate mutually agreeable commitments that mitigate the impact of that reduction while respecting the fact that the Company's decision to locate the Project in King George County resulted in part from the availability of the Investment Performance Grants.

X. TERMINATION OF AGREEMENT

This term of this Agreement will begin on the Effective Date and will terminate on December 31, 2051 unless terminated earlier in accordance with this Section X. Either Party may terminate this Agreement pursuant to Section XII(D). The Company may also terminate this Agreement by giving notice of termination to the County. Upon termination, the Parties will have no further rights or obligations hereunder, except Sections XII(A), XII(C), and XII(E) and the provisions of this Agreement that expressly survive termination of this Agreement will survive termination of this Agreement.

XI. REPRESENTATIONS AND OTHER MATTERS

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

1. 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;
2. 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 its knowledge, will its execution and delivery of this Agreement 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;
3. This Agreement constitutes its legal, valid, and binding obligations, enforceable in accordance with its terms; and
4. To the Company's knowledge, there is no litigation or proceeding pending or threatened against the Company, which would adversely affect the validity of this Agreement.

B. Each of King George County and the EDA represents as of the date of this Agreement as follows:

1. It (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;

2. This Agreement constitutes its legal, valid, and binding obligation, enforceable in accordance with the Agreement's terms;
 3. To its knowledge, there is no litigation or proceeding pending or threatened against it or affecting it which would adversely affect the validity of this Agreement, or its ability to meet its obligations under this Agreement;
 4. To the best of its knowledge, it is not in default under any provision of Virginia law which would affect its existence or its powers.
- C. The EDA pledges that with respect to cooperation with King George County for implementation of this Agreement, all funds transferred by King George County to the EDA for the grants set forth herein will be used only and exclusively to satisfy the obligations set out in this Agreement. The EDA agrees to keep the County Administrator and King George County's Single Point of Contact fully and timely informed of all matters related to this Agreement, including but not limited to disputes or litigation arising from grant payments. The EDA will keep records of its financial transactions related to the Agreement in accordance with generally accepted account principles. The EDA will also retain any and all records related to this Agreement for the period of time required by the applicable retention schedules set by the Library of Virginia pursuant to the Virginia Public Records Act and if in doubt for a minimum of three (3) years beyond the last day of the last year of this Agreement.
- D. **NO PROVISION OF THIS AGREEMENT WILL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE EDA OR THE KING GEORGE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT WILL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE EDA OR KING GEORGE COUNTY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT WILL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE EDA OR KING GEORGE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE EDA AND KING GEORGE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT. NO PROVISION OF THIS AGREEMENT WILL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE EDA OR KING GEORGE COUNTY'S MONEYS, NOR WILL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE OR**

CURRENT EDA AND/OR KING GEORGE COUNTY BOARD OF SUPERVISORS. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS SECTION XI(D) AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS SECTION XI(D) TAKES PRIORITY.

XII. MISCELLANEOUS

- A. Governing Law; Venue. This Agreement is made, and is intended to be performed, in the Commonwealth and will 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 will lie in the Circuit Court of King George County, and such litigation will be brought only in such court. With respect to any proceeding or action seeking equitable relief 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 a 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 others 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 Parties. 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.
- C. Limitations on Liability. No officer, agent, or employee of a Party will 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 will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section will not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

In no event will a Party be liable to another Party 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 a Party's liability to another Party for direct damages under this Agreement exceed the total amount of Annual Infrastructure Grants and Investment Performance Grants payable to the Company under this Agreement for the 12-month period preceding the claim. This Section XII(C) does not limit King George County's payment obligations under this Agreement.

- D. Material Breach. A Party will not be considered in material breach of this Agreement unless it breaches a material obligation under this Agreement, is given notice of its breach, and fails to cure the breach within 60 days of the notice. If the breach remains uncured following this 60-day cure period, the non-breaching Party may terminate this Agreement by giving written notice of termination to the breaching Party.
- E. Confidentiality. "Confidential Information" means all nonpublic information disclosed by the Company or its affiliates to King George County or the EDA that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information excludes information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to King George County or the EDA at the time of its receipt from the Company, (iii) is disclosed to King George County or the EDA from any third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by King George County or the EDA without reference to any Confidential Information. King George County and the EDA may use Confidential Information only in pursuance of their business relationship with the Company. Except as provided below, King George County and the EDA will not disclose Confidential Information to anyone without the Company's prior written consent. King George County and the EDA will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of Confidential Information, including, at a minimum, those measures they take to protect their own confidential information of a similar nature. King George County and the EDA will restrict the possession, knowledge, and use of Confidential Information to each of its employees, consultants, or officials who (i) has a need to know the Confidential Information, and (ii) is legally obligated to protect the Confidential Information to the same or greater degree as required under this Section. King George County and the EDA will ensure that its employees, consultants, or officials comply with this Section. King George County and the EDA may disclose Confidential Information as required to comply with applicable public disclosure or open records laws or as otherwise required to comply with orders of governmental entities that have

jurisdiction over them or by law. Prior to making any such disclosure, however, King George County or the EDA will (i) give prior written notice by email to the Company's designees as identified in the notice provisions of this Agreement in Section XII(F) and to the Company's Single Point of Contact sufficient to allow the Company to seek a protective order or other remedy (except to the extent that King George County's or the EDA's compliance would cause it to violate the public disclosure or open records laws), which in the case of a disclosure pursuant to the Virginia Freedom of Information Act will be no less than two working days; and (ii) disclose only such information as is required. For the avoidance of doubt, this Section does not limit King George County's ability to publish an annual report in accordance with Section II(C)(3).

F. Notices.

1. Any communication required or permitted by this Agreement must be in writing and will refer to this Agreement, unless expressly provided otherwise in this Agreement.
2. Any communication under this Agreement will 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;
AWS-econ-dev@amazon.com
Fax: (206) 266-7010
Attention: General Counsel

~~And a copy which will not constitute notice to:~~

~~Chris Lloyd
McGuireWoods Consulting, LLC
800 East Canal Street
Richmond, Virginia 23219
Email: clloyd@mwell.com~~

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

b. If to King George County:

County Administrator
10459 Courthouse Dr., Suite 200
King George County, VA 22485
Email: cmiller@co.kinggeorge.state.va.us
Fax: (540) 775-5248
Attention: Christopher Miller, County Administrator

With copy to:

County Attorney
10459 Courthouse Dr., Suite 201
King George, VA 22485
Email: klackey@co.kinggeorge.state.va.us
Fax: (540) 775-5248
Attention: Kelly Lackey, County Attorney

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

c. If to the EDA:

The Economic Development Authority of King George County
10459 Courthouse Dr., Suite 200
King George, VA 22485
Email: econdev@co.kinggeorge.state.va.us
Fax: (540) 775-5248
Attention: Beckey Gallamore, EDA Chair

With copy to:

Director of Economic Development
Email: nminor@co.kinggeorge.state.va.us
Fax: (540) 775-5248
Attention: Nick Minor, Director of Economic Development

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

3. Any Party may designate additional or different addresses for communications by notice given under this Section to the other Party.

- G. Non-Business Days. If the date for making any payment or performing any act or exercising any right is not a day when King George 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 may not assign this Agreement or any portion thereof without the written consent of the other Parties; provided, however, the Company may assign this Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any affiliate or in connection with any merger, reorganization, sale of all or substantially all of its assets or any similar transaction.
- I. Force Majeure. Any delay in the performance of any of the duties or obligations of a Party hereunder (the "Delayed Party") will not be considered a breach of this Agreement and the time required for performance will be extended for a period equal to the period of such delay, provided that such delay is caused by a Force Majeure Event and, provided, further, that the aggregate extension available to a Party for all Force Majeure Events will not exceed three years. The Delayed Party will give prompt notice to the other Parties of such cause and will take whatever reasonable steps are necessary to relieve the effect of such cause. No such event or occurrence will excuse the payment of any sums due and payable hereunder on the due date thereof.
- J. Time. Time is of the essence in this Agreement and each and all of its provisions.
- K. Entire Agreement: Amendments. This Agreement constitutes the entire agreement of the Parties relating to the subject matter of this Agreement. This Agreement may not be changed except in writing signed by all Parties.
- L. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.
- M. Sovereign Immunity; Non-Waiver. Nothing in this Agreement constitutes a waiver of sovereign immunity or any other immunity rights that exist now or may exist in the future for King George County or the EDA under the laws of the Commonwealth. Nothing in this Agreement constitutes a waiver of any rights or claims the Company has or may have in the future under this Agreement or the laws of the Commonwealth.
- N. Appropriations. To the extent this Agreement is construed to impose any financial obligations upon King George County or the EDA, any such financial obligations will be binding to the extent of appropriations by the King George County Board

of Supervisors. King George County will direct the King George County Administrator to present future budgets to the King George County Board of Supervisors for the Board to consider which will allow King George County to obtain the funds required to fund the provisions of this Agreement. If funds are not appropriated for continuance of this Agreement, all payment obligations by King George County or the EDA will be suspended upon depletion of the then currently appropriated or allocated funds until subsequent boards may appropriate additional funds or this Agreement is terminated. Provisions of this Agreement that specify for funds “due, owing, and unpaid” to survive termination are subject to this Section XII(N).

- O. Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding will 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 will, in such event, constitute the Parties’ entire agreement.
- P. Binding Effect. This Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective permitted successors and assigns. There are no other agreements or other conditions precedent to the binding nature of the respective obligations of King George County under this Agreement.
- Q. Non-Binding on Land Use Decisions. Notwithstanding anything herein to the contrary, nothing herein will require or otherwise bind King George County or the King George County Board of Supervisors to make any land use decision in favor of the Company including any decision on any permit, any plan, and any application for rezoning or conditional use permit.
- R. No Partnership or Joint Venture. Notwithstanding anything herein to the contrary, nothing herein is intended or will be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the Parties or as designating any Party to the Agreement as the agent or representative of any other Party to the Agreement for any purpose.
- S. No Third-Party Beneficiaries. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that (i) no individual or entity will be considered, deemed, or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the Parties; (iii) no other individual or entity will obtain any right to make any claim against the Parties under the provisions of this Agreement; and (iv) no provision of this Agreement will be construed or interpreted to confer third-party beneficiary status on any individual or entity.

- T. Each Party Responsible for its Own Costs. Each Party will be responsible for its own costs incurred in performing its obligations under this Agreement.
- U. No Exemption from Applicable Laws. The Company is subject to all applicable laws pertinent to the Project, this Agreement, and the Company's obligations in connection with the Project and this Agreement. Nothing in this Agreement exempts the Company from applicable King George County laws.

(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>ATTEST:</p> <p>By: _____ Clerk</p>	<p>KING GEORGE COUNTY, VIRGINIA</p> <p>By: _____ Name</p> <p>Its: _____ Title</p> <p>DATE: _____</p>
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APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
County Attorney

<p>[SEAL]</p> <p>ATTEST:</p> <p>By: _____ Clerk</p>	<p>ECONOMIC DEVELOPMENT AUTHORITY OF KING GEORGE COUNTY, VIRGINIA</p> <p>By: _____ Name</p> <p>Its: _____ Title</p> <p>DATE: _____</p>
---	--

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Counsel for EDA

	<p>AMAZON DATA SERVICES, INC.</p> <p>By: _____ Name</p> <p>Its: _____ Title</p> <p>DATE: _____</p>
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EXHIBIT A – Description of Sites

EXHIBIT B – Single Points of Contact

EXHIBIT C – Tax Resolution or Ordinance

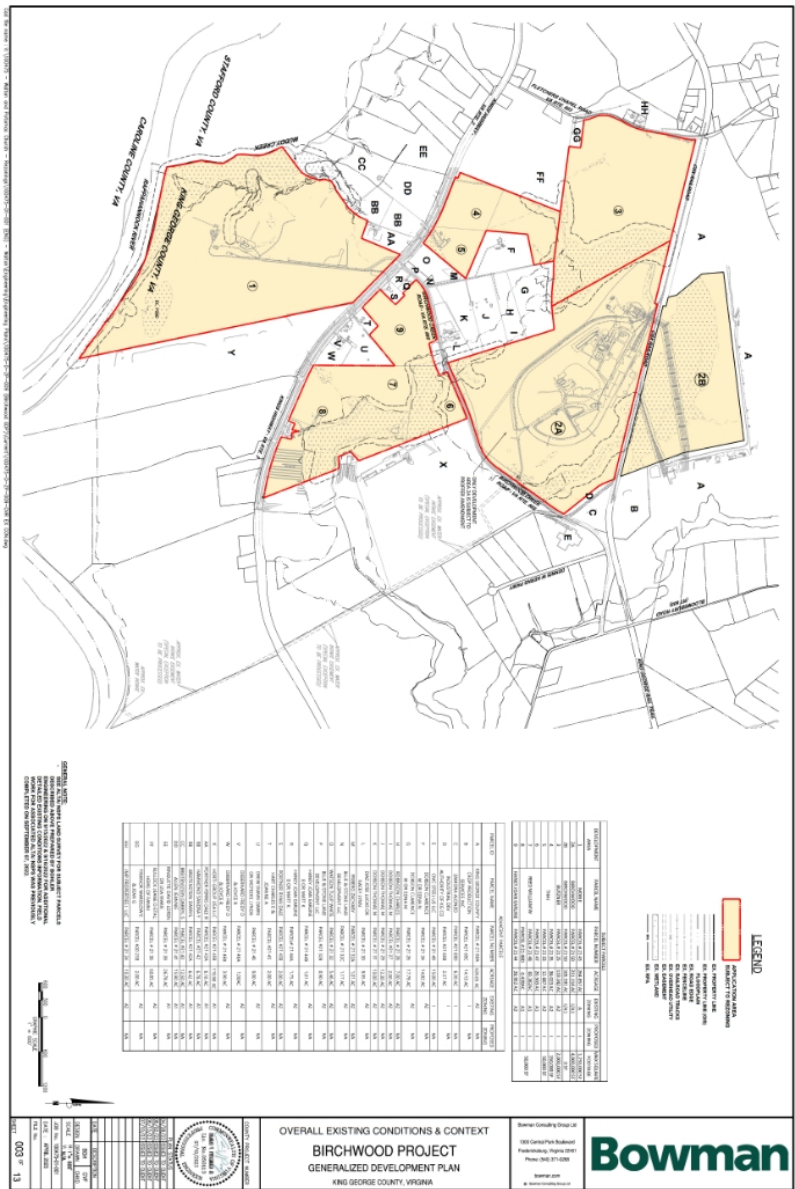
EXHIBIT D – Capital Investments and Infrastructure Costs Report

EXHIBIT A (DESCRIPTION OF SITES)

Birchwood:

The property generally known as the Birchwood Project located in King George County, Virginia, consisting collectively of about 885 acres, as depicted in the diagram below.

The amount of real and personal property taxes (including rollback taxes) generated at the Site described above during the tax year ended December 31, 2022: \$ [REDACTED]



**EXHIBIT B
(SINGLE POINTS OF CONTACT)**

As of the date of execution of this Agreement

as to King George County:

Name: Christopher Miller

Title: County Administrator

Phone: (540) 775-9181

Email: cmiller@co.kinggeorge.state.va.us

Mailing (USPS) Address: 10459 Courthouse Dr., Suite 200
King George, VA 22485

Physical Address: 10459 Courthouse Dr., Suite 200
King George, VA 22485

as to the ~~EDA~~:

~~Name:~~

~~Title:~~

~~Phone:~~

~~Email:~~

~~Mailing (USPS) Address:~~

~~Physical Address:~~

**EXHIBIT C
(TAX RESOLUTION OR ORDINANCE)**

(contained on the following pages)



RESOLUTION

To Establish an effective rate of taxation and schedule of depreciation for tangible personal property in the form of computers and peripherals associated with data centers

IT IS RESOLVED, by the Board of Supervisors of County of King George, Virginia, in the exercise of its authority under the Code of Virginia, that an effective tax rate of \$0.625 for tangible personal property in the form of computer equipment and peripherals used in a data centers is hereby established, effective July 1, 2019, and shall be applied to all subject tangible personal property pursuant to applicable provisions of the Code of Virginia and the King George County Code; and,

IT IS FURTHER RESOLVED, that the effective rate will be achieved via a nominal tax rate of \$1.25 with the following depreciation schedule applied:

		Effective Tax Rate:
Year 1	50%	\$0.625
Year 2	35%	\$0.438
Year 3	20%	\$0.250
Year 4	10%	\$0.125
Year 5	5%	\$0.063

Adopted on a motion by Supervisor Granger and seconded by Supervisor Brabo and a vote of the Board of Supervisors, at their regularly scheduled meeting on the 18th day of June, 2019, as follows:

Jeff Bueche Aye
Cathy Binder Aye
Richard Granger Aye
Ruby Brabo Aye
John Jenkins Aye

ATTEST: 
Neiman C. Young, PhD, Clerk of the Board



A proposed amendment to the King George County Code, Chapter 14, concerning Taxation, to provide for a separate category of tangible personal property associated with data centers for valuation purposes.

IT IS RESOLVED, by the Board of Supervisors of County of King George, Virginia, in the exercise of its authority under the Code of Virginia, that section 14-2 of the Code of the County of King George, Virginia, is hereby amended to add to it a Subsection (4), which Code Section hereafter shall read as follows:

Chapter 14 - TAXATION
ARTICLE I. - IN GENERAL

...

Sec. 14-2. - Tax rate for tangible personal property.

All tangible personal property situated in the county shall be taxed at the same rate of levy, except as follows:

- (1) As provided for and defined in the Code of Virginia, § 58.1-3507, machinery and tools shall be separate items of taxation and shall constitute a classification having a rate of taxation separate from other classifications of tangible personal property.
- (2) As provided in the Code of Virginia, § 58.1-3505, farm machinery and livestock are defined as separate items of taxation and shall constitute a classification having a rate of taxation separate from other classifications of tangible personal property.
- (3) As provided in the Code of Virginia, § 58.1-3503, manufactured homes, as defined in the Code of Virginia, § 36-85.3, are defined as separate items of taxation and shall constitute a classification separate from other classifications of tangible personal property; provided, however, that the ratio of assessment and the rate of tax shall be the same as that applicable to real property.
- (4) As provided in the Code of Virginia, § 58.1-3503, computer equipment and peripherals used in a data center, as defined in subdivision A 43 of 58.1-3506, which shall be valued by means of a percentage or percentage of original cost, or by such other method as may reasonably be expected to determine the actual fair market value.

Adopted on a motion by Supervisor Granger and seconded by Supervisor Brabo and a vote of the Board of Supervisors, at their regularly scheduled meeting on the 18th day of June, 2019, as follows:

Jeff Bueche Aye
Cathy Binder Aye
Richard Granger Aye
Ruby Brabo Aye
John Jenkins Aye

ATTEST:



Neiman C. Young, PhD, Clerk of the Board

EXHIBIT D (CAPITAL INVESTMENTS AND INFRASTRUCTURE COSTS REPORT)

Sample report created for illustrative purposes and subject to change:

Location	Location Name	Cost Center	Cost Center Name	Asset Act	Asset Act Name	Total Cost	Capital Investment	Qualifying Amount
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7453	Data Center Capital	16110	Leasehold Improvements	800,000	800,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7453	Data Center Capital	16325	Heavy Equipment	3,300,000	3,300,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7410	Network - Core	16320	Technology Infrastructure	1,900,000	1,900,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7465	IT/Physical Security - VAR	16110	Leasehold Improvements	3,800,000	3,800,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7465	IT/Physical Security - VAR	16150	Furniture & Fixtures	7,600,000	7,600,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7465	IT/Physical Security - VAR	16200	Equipment	100,000	100,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7465	IT/Physical Security - VAR	16240	Technology Infrastructure	200,000	200,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7445	NSI - VAR	16240	Technology Infrastructure	200,000	200,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7458	AVS Server Capital	16300	Technology Infrastructure	200,000	200,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7751	AVS Server Capital	16340	Technology Infrastructure	200,000	200,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7701	Data Center Engineering Operations (DCEO)	16110	Leasehold Improvements	1,600,000	1,600,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7455	AVS Server Capital	16340	Technology Infrastructure	12,000,000	12,000,000	500,000
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7455	Data Center Capital	16200	Equipment	100,000	100,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7455	NSI - VAR	16325	Heavy Equipment	200,000	200,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7445	NSI - VAR	16110	Technology Infrastructure	400,000	400,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7465	IT/Physical Security - VAR	16150	Leasehold Improvements	200,000	200,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7465	IT/Physical Security - VAR	16200	Furniture & Fixtures	400,000	400,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7410	Network - Core	16340	Technology Infrastructure	100,000	100,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7410	Network - Core	16150	Furniture & Fixtures	200,000	200,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7480	DC Systems	16325	Heavy Equipment	800,000	800,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7701	Data Center Engineering Operations (DCEO)	16100	Land	100,000	100,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7452	Real Estate Acquisition & Development	16105	Buildings	3,300,000	3,300,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7438	AVS Server Capital	16340	Technology Infrastructure	1,500,000	1,500,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7441	Server Non-Standard Capital Equipment	16110	Technology Infrastructure	5,400,000	5,400,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7453	Data Center Capital	16325	Leasehold Improvements	200,000	200,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7453	Data Center Capital	16325	Heavy Equipment	400,000	400,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7465	IT/Physical Security - VAR	16200	Equipment	800,000	800,000	-
ADXXX - Data Center (Location Name, King George County, VA, US)	ADXXX - Data Center (Location Name, King George County, VA, US)	7445	NSI - VAR	16340	Technology Infrastructure	1,600,000	1,600,000	-
Grand Total						53,000,000	53,000,000	3,100,000