

LOCAL PERFORMANCE AGREEMENT

THIS LOCAL PERFORMANCE AGREEMENT (this “**Agreement**”) is made and entered into as of the 14th day of June 2026, by and among **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“**RIFA**”); the **COUNTY OF PITTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “**County**”); the **CITY OF DANVILLE, VIRGINIA**, a Virginia municipal corporation (the “**City**”); and **SAC III ACQUISITION CO., LLC**, a Delaware limited liability company (the “**Company**” or “**SAC III**”). RIFA, the County, the City and the Company are sometimes referred to herein collectively as the “**Parties**” and each individually as a “**Party**”.

RECITALS

WHEREAS, in order to stimulate economic growth and development of the community by creating jobs and infrastructure, RIFA, the County, and the City (collectively, the “**Government Parties**”, and each a “**Government Party**”) have agreed to provide incentives to new and expanding businesses that conduct industrial activity.

WHEREAS, the Company has acquired or intends to acquire (either directly or through an Affiliate) the real property comprising all or a portion of the approximately 2,990 acres of land currently or formerly owned by RIFA (the “**Land**”) in RIFA’s Southern Virginia Megasite at Berry Hill, located in Pittsylvania County, Virginia (the “**SVM**”), and has proposed to establish a multi-year, large-scale project that may include one or more phases extending over a period of years to construct and possibly operate on the Land one or more data center(s) as well as certain buildings, structures and infrastructure for administrative, accessory, supporting, associated or related uses, such as (but not limited to) offices and utility buildings, structures and appurtenances together with related site improvements (including, without limitation, multi-story buildings, back-up generators, multiple onsite substations, onsite power generation, including, without limitation, through the use of natural gas, water and wastewater infrastructure, secure access perimeter, and civil and stormwater management improvements) (collectively, the “**Project**”), provided that the appropriate development incentives are available to support the economic viability of the Project.

WHEREAS, the Company anticipates that the Project will require a substantial, long-term commitment of capital and resources of the Company, as well as the careful integration of public capital facilities, construction schedules and the phasing of the development of the Project, in order for the Project to be successful, both for the Company and the Government Parties. The Company is unwilling to risk such capital and resources without sufficient assurances from the Government Parties that the Incentives (as defined below) will be available to support the economic viability of the Project.

WHEREAS, provided that the Project receives the economic development incentives set forth herein and is able to proceed with all phases, the Project is currently estimated to: (i) provide certain investments to or for the SVM in the aggregate amount of as much as approximately One Hundred Billion Dollars (\$100,000,000,000.00) over a thirty (30) year performance period and (ii)

create as much as approximately Two Thousand Five Hundred (2,500) new jobs or Full Time Equivalents (FTEs) over a performance period of twenty (20) years.

WHEREAS, for the first Phase of the Project, the Company estimates that during the Term (as defined below) it, or occupants of the Project, including, without limitation, any tenants, subtenants, end users, or other persons or entities occupying, using, or operating all or any portion of the Project will: (i) make a total, cumulative capital investment of approximately Thirty Four Billion Dollars (\$34,000,000,000.00); and (ii) create approximately one thousand (1,000) full-time jobs, with average annual compensation per new job created of at least Eighty Thousand Five Hundred Dollars (\$80,500.00), before benefits, as more particularly set forth in Section 2(c), below, with such annual compensation performance metric to be subject to an annual cost of living adjustment or “COLA” at each Measurement Period with such COLA to begin after the COLA Start Date (as each of those capitalized terms are defined below).

WHEREAS, RIFA and the Company (together with its successors and assigns under the PSA, “**SAC III**”), entered into that certain Purchase and Sale Agreement (“**PSA**”) dated March 9, 2026, which, among other things, authorized the purchase of the Land by SAC III, and set forth in the PSA (at Section 4.4.5 and Exhibit H) certain anticipated terms with respect to this Agreement.

WHEREAS, in connection with the proposed transactions contemplated in the PSA, and as a condition precedent to any obligation on SAC III, as the Buyer, to purchase the Phase I Property (as each of those capitalized terms are defined in the PSA), RIFA, along with the City and the County, and the Company have agreed to enter into this Agreement.

WHEREAS, the Government Parties under the terms set forth in this Agreement have agreed to provide the Company with certain Incentives to encourage the development of the Project, including, but not limited to, the TPP Tax Incentive and the D-P Enterprise Zone Jobs Grant (as each of those capitalized terms are defined below).

WHEREAS, pursuant to Subsection 43 of Section 58.1-3506(A) of the Code of Virginia (the “**Code**”), local governments are authorized 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 that will constitute a classification for local taxation separate from other classifications of tangible personal property.

WHEREAS, the County intends to enact such a classification which will tax 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 of One Dollar and sixty-two cents (\$1.62) per One Hundred Dollars (\$100.00) of assessed value.

WHEREAS, each of RIFA, the County and the City finds that the provisions of this Agreement and the commitments of the Company will promote the expansion of industry by inducing industrial development within the SVM, and that such development will promote the safety, health, welfare, convenience and prosperity of the citizens of the County and the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Section 1 - Definitions. For the purposes of this Agreement, the following terms shall have the definitions set forth below:

a. **“Affiliate”** shall mean, with respect any Party, (i) an entity controlling, controlled by, or under common control with such party, (ii) any entity resulting from the merger or consolidation of or with such party or an affiliate thereof, (iii) any person or entity that acquires all (or substantially all) of the assets of such party, or an affiliate thereof, or (iv) any successor of such party, or an affiliate thereof, by reason of public offering, reorganization, dissolution, or sale of stock, membership or partnership interests or assets. For purposes of this definition, **“controlling”** is the possession by an entity, direct or indirect, of the power to direct or cause the direction of the management and policies of the applicable party, whether through the ownership of voting securities, by contract, or otherwise.

b. **“Agreement”** shall mean this Local Performance Agreement and shall have the same meaning as set forth in the header paragraph.

c. **“Annual Tax Payments”** shall mean the sum all payments for personal property taxes and real property taxes in a single tax year made as a result of the Project, whether paid by or on behalf of the Company or by any other party associated with the Project, including but not limited to any tenants, subtenants, end users, or other persons or entities occupying, using, or operating all or any portion of the Project.

d. **“Adjusted Annual Tax Payments”** shall mean the sum of the Annual Tax Payments in a single tax year plus the sum of any Carryover Tax Payments for that tax year.

e. **“Carryover Tax Payments”** in any tax year shall equal the sum of the amount by which the Annual Tax Payments exceed the Minimum Tax Payment, as defined in Section 5(c), in each of the prior two tax years. By way of example, if the Annual Tax Payments two years prior to the current tax year equal \$21,000,000.00 and the Annual Tax Payments one year prior to the current tax year equal \$23,000,000.00, then the Carryover Tax Payments for the current tax year would equal \$11,500,000.00 (i.e., $(\$21,000,000.00 - \$16,250,000.00) + (\$23,000,000.00 - \$16,250,000.00) = \$11,500,000.00$). In no event shall any amount of Annual Tax Payments in excess of the Minimum Tax Payment be used more than once as Carryover Tax Payments, and any such amount shall be reduced dollar-for-dollar by the portion thereof previously applied in any prior tax year.

f. **“Applicable Law”** means, with respect to any person, property, activity, or obligation, all applicable federal, state, regional, and local laws, statutes, ordinances, codes, rules, regulations, orders, judgments, decrees, permits, approvals, and other requirements of any

governmental authority having jurisdiction, in each case as in effect from time to time, including without limitation those relating to zoning, land use, environmental protection, health and safety, utilities, taxation, and employment.

g. **“Capital Investment”** means all cumulative capitalized costs, including costs of third parties and occupants of the Project, including, without limitation, any tenants, subtenants, end users, or other persons or entities occupying, using, or operating all or any portion of the Project (whether made by, or on behalf of, Company or otherwise), and all capital expenditures related to leased property, and on and off-site infrastructure costs for the Project, provided that a minimum of fifty percent (50%) of such capitalized costs and capital expenditures shall be located in the SVM. Notwithstanding anything herein to the contrary, it is hereby understood the total Capital Investment will not be fully captured through the release of the County’s tax information. For purposes of compliance with this Agreement, the total Capital Investment reported and documented shall prevail over the assessed value. Under this Agreement, performance shall be also based on taxes paid by Company or third parties and occupants of the Project, including, without limitation, any tenants, subtenants, end users, or other persons or entities occupying, using, or operating all or any portion of the Project, to, and actually received by, the County.

h. **“City”** shall have the same meaning as that term in the header paragraph of this Agreement.

i. **“Company”** shall have the same meaning as that term in the header paragraph of this Agreement.

j. **“County”** shall have the same meaning as that term in the header paragraph of this Agreement.

k. **“Effective Date”** shall mean the date appearing in the header paragraph of this Agreement.

l. **“Event of Force Majeure” or “Force Majeure Event”** shall mean without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth of Virginia or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; government or administrative action that materially and adversely impacts the feasibility, development or operation of a data center campus (e.g., rejection of necessary permit and/or license applications; declared moratorium on data center development or operations; imposition of land use restrictions and the like), insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; partial or entire failure of utilities or delays caused by the actions or inaction of utility providers, including without limitation delays or failures in utility interconnection or transmission upgrades, moratoria or curtailments imposed by utilities or regional transmission organizations, changes in

Applicable Law or regulation affecting data center operations or energy usage, and delays arising from environmental reviews or legal challenges not caused by the Company; any limitation on the availability of power, including any inability to obtain such power under commercially reasonable terms; disruptions or delays to the supply chain of labor or materials; or any other cause or event not reasonably within the control of the Company. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of the Company. Upon the occurrence of an Event of Force Majeure affecting any Party's ability to perform, the affected Party upon becoming aware of such event shall promptly notify the other Parties of the same and provide with such notice a detailed description of such event and, to the extent commercially reasonable, its good faith estimate of the event's anticipated duration.

m. **"Facility"** shall mean collectively all of the improvements on the Land and any other land in the County that may be acquired to support the Project.

n. **"Government Party" or "Government Parties"** shall mean any one or more of RIFA, the County or the City.

o. **"Lender"** shall mean any entity that has a Mortgage or otherwise secured interest on any of the real property or personal property associated with the Project.

p. **"Mortgage"** shall mean a mortgage, deed of trust, sale and leaseback, or other form of secured financing.

q. **"New Job"** shall mean new permanent full-time employment of an indefinite duration at the Facility, including individuals not employed by the Company, for which the standard fringe benefits are provided for the employee, provided that the average annual compensation for New Jobs shall be at least Eighty Thousand Five Hundred Dollars (\$80,500.00), excluding standard fringe benefits, with such annual compensation performance metric to be subject to an annual cost of living adjustment at each Measurement Period (as defined below) equal to the lesser of: (i) two percent (2%) or (ii) the percentage increase during the prior calendar year in the Consumer Price Index for All Urban Consumers, South Region, or if such index ceases to be published, another index mutually agreed to by the Parties that most closely approximates such index (the **"COLA"**), with such COLA to begin the first full calendar year that follows the date on which a final certificate of occupancy is issued for the first data center building for the Project (the **"COLA Start Date"**). Each New Job shall be measured on a full-time-equivalent (**"FTE"**) basis, with one (1) FTE equal to: (i) one thousand six hundred eighty (1,680) hours of work per year; or (ii) an average of thirty five (35) hours per week for at least forty-eight (48) weeks in a normal year after commercial operations commence at the Facility. Employees of the Company, or of contractors (other than construction contractors, subcontractors of construction contractors or other construction workers), tenants, subtenants, end users, or other persons or entities occupying, using, or operating all or any portion of the Project, who provide services primarily dedicated at or for the Facility shall qualify as New Jobs. Part-time or shared employees may be aggregated on a pro rata basis to constitute one or more FTE New Jobs. In the event that the Company is not the employer for the New Job, the Company shall identify the name of the

employer in writing and provide the New Job information and verification authorization as set forth in Section 3 below.

- r. **“Other Employer”** shall have the same meaning as that term in Section 3 below.
- s. **“Overperformance”** means achievement, at any single point in time during a Measurement Period, of more than the applicable performance target, as further described in Section 5.
- t. **“Phase I Lot”** shall mean the “Phase I Land”, as such term is defined in the PSA.
- u. **“PSA”** shall have the same meaning as that term in the recitals above.
- v. **“RIFA”** shall have the same meaning as that term in the header paragraph of this Agreement.
- w. **“SAC III”** shall have the same meaning in the recitals above.
- x. **“SVM”** shall have the same meaning as that term in the recitals above.
- y. **“Term”** shall refer to period of time that this Agreement is in effect, which shall begin on the Effective Date and shall continue until the expiration of the last applicable Measurement Period for the last or final Phase of the Project, unless the Agreement is otherwise terminated or extended in accordance with its terms.

Section 2 – Project Phases – Capital Investment and New Job Creation by the Company.

- a. Phased Development; Independent Obligations. The Project shall be developed in one or more phases (each, a **“Phase”**), with each Phase having a separate closing under the PSA (each a **“Phase Closing”**) and beginning on the applicable date selected for such Phase Closing (each a **“Phase Closing Date”**). Company’s performance or non-performance in one Phase shall not be deemed to constitute performance or non-performance in any other Phase. For the avoidance of doubt, each Phase shall begin on the applicable Phase Closing Date and stand alone for all purposes under this Agreement. Performance targets, Incentives, extensions, remedies, and defaults shall be determined separately for each Phase, and no failure, default, or underperformance with respect to any Phase shall constitute a default or give rise to any cross-default with respect to any other Phase.
- b. Measurement Periods. For each Phase, subject to any Events of Force Majeure, the Company shall be entitled to five (5) separate performance measurement periods (each, a **“Measurement Period”**), each measured from the applicable Phase Closing Date, as follows:

- 1. a seven (7)-year Measurement Period;

2. a thirteen (13)-year Measurement Period;
3. a twenty (20)-year Measurement Period;
4. a twenty-five (25)-year Measurement Period; and
5. a thirty (30)-year Measurement Period.

Upon the Company's achievement of the performance targets applicable to any Measurement Period for a Phase, the Company shall not be required to satisfy the performance targets applicable to the next Measurement Period for such Phase until the expiration of the applicable Measurement Period. For the avoidance of doubt, if the performance targets for a Phase applicable to the seven (7)-year Measurement Period are achieved in year five (5), the Company shall not be required to meet the performance targets applicable to the thirteen (13)-year Measurement Period until the end of year thirteen (13).

c. Phase I Targets. For the first Phase only, the following cumulative targets shall apply:

Measurement Period	Total Cumulative Capital Investment	Total Cumulative New Jobs Created and Maintained
7-Year Measurement Period (Year 0 to Year 7)	\$7,000,000,000.00	500
13-Year Measurement Period (Year 0 to Year 13)	\$7,000,000,000.00	500
20-Year Measurement Period (Year 0 to Year 20)	\$25,000,000,000.00	1,000
25-Year Measurement Period (Year 0 to Year 25)	\$25,000,000,000.00	1,000
30-Year Measurement Period (Year 0 to Year 30)	\$34,000,000,000.00	1,000

d. Phase I Construction Commencement. Subject to the occurrence of any Events of Force Majeure, the Company shall commence construction of Phase I of the Project within forty-eight (48) months following the Phase I Phase Closing Date. For purposes of this Agreement, "**commence construction**" shall mean the initiation of any on-site physical work of a permanent nature, including site preparation, clearing, grading, excavation, demolition, installation of utilities or foundation, or the construction of any building or structure or portion thereof.

e. Subsequent Targets. For any Phase of the Project after Phase I, the cumulative targets shall be calculated on a per gross acre basis for the Land included in such Phase:

Measurement Period	Total Cumulative Capital Investment	Total Cumulative New Jobs	Minimum Tax Payment Increase
7-Year Measurement Period (Year 0 to Year 7)	\$7,000,000.00 per Gross Acre	0.53 per Gross Acre	\$16,250 per Additional Gross Acre (defined below)
13-Year Measurement Period (Year 0 to Year 13)	\$7,000,000.00 per Gross Acre	0.53 per Gross Acre	\$16,250 per Additional Gross Acre
20-Year Measurement Period (Year 0 to Year 20)	\$16,000,000.00 per Gross Acre	0.53 per Gross Acre	\$16,250 per Additional Gross Acre
25-Year Measurement Period (Year 0 to Year 25)	\$16,000,000.00 per Gross Acre	0.53 per Gross Acre	\$16,250 per Additional Gross Acre
30-Year Measurement Period (Year 0 to Year 30)	\$22,000,000.00 per Gross Acre	0.53 per Gross Acre	\$16,250 per Additional Gross Acre

For any phase of the Project after Phase I, that phase may only commence after the land for that phase has been acquired by the Company under the PSA and the Company has provided a written notice of the commencement of that phase to the Government Parties (each a “Phase Commencement Notice”). In any Phase Commencement Notice, the Company shall identify the number of gross acres applicable to that phase of the Project.

Section 3 - Capital Investment and New Jobs Report. Beginning March 1, 2027, and continuing on March 1 of each year thereafter during the Term, the Company shall provide, or cause to be provided, a signed annual Capital Investment and New Jobs Report (the “**Annual Report**”) covering the 12-month period ending on December 31st of the prior calendar year (the “**Reporting Period**”), in a form to be agreed upon by the Parties or otherwise substantially similar to other annual reporting forms used in the Commonwealth of Virginia for economic development incentives. The Annual Report shall include information for the applicable Reporting Period that (i) documents the Capital Investment made or caused to be made; (ii) itemizes the payment of any (a) real property taxes, (b) machinery and tools tax (if applicable) and (c) business personal property tax, whether associated with the Facility or the personal property thereon, with the name and taxpayer identification number of the remitter; and (iii) itemizes the New Jobs created and maintained, or caused to be created and maintained. In the event that the employer of the New Job is not the Company (the “**Other Employer**”), the Company shall identify each Other Employer and its Employer Identification Number in writing. The Company further agrees that each of the County’s Economic Development Director, the City’s Economic Development Director, the County Finance Director, the RIFA Treasurer or any of their respective designees is authorized to verify all taxable Capital Investment and related information in the Annual Report through the Office of the Commissioner of Revenue for the County. The Company shall cause all Other Employers, if any, to give such authority in writing.

Section 4 - Incentives for the Company. The following are collectively referred to as the “**Incentives**”:

a. State Grant Applications. RIFA will reasonably assist the Company with any application for incentive grant funds or cost savings from the Commonwealth of Virginia, as managed through the Virginia Economic Development Partnership, a political subdivision of the Commonwealth of Virginia, and approved by Virginia's Major Employment and Investment (MEI) Approval Commission and the Virginia General Assembly.

b. Local Incentives.

(i) Resolution. The County hereby covenants and agrees that, on or before December 31, 2026, it shall make diligent efforts to duly adopt, enact, and thereafter maintain during the Term a resolution declaring computer equipment and peripherals used in a data center, as defined in Section 58.1-3295.3(A) of the Code, to be a separate class of tangible personal property subject to local taxation at a rate of One Dollar and sixty-two cents (\$1.62) per One Hundred Dollars (\$100.00) of assessed value.

(ii) Tangible Business Personal Property. For purposes of this Agreement, all tangible personal property within the scope of computer equipment and peripherals, as defined in Section 58.1-3295.3(A) of the Code, of (i) the Company, (ii) any Other Employer, (iii) any end user of the Facility (including, but not limited to, any tenant, colocation customer, operator, or manager of all or any portion of the Facility or Project), or (iv) any of their respective Affiliates located at or used in connection with the Project, including machinery and tools and computer equipment (collectively, "**TPP**"), shall be valued using the County's current depreciation schedule applicable to each category of TPP as identified in Exhibit B (each a "**Depreciation Schedule**" and collectively, the "**Depreciation Schedules**"). The County shall, to the maximum extent permitted by Applicable Law, adopt, enact, and maintain legislation establishing a TPP tax rate of one and sixty-two hundredths' percent (1.62%) of the assessed value of the TPP (the "**TPP Tax Incentive**") for the Term of this Agreement (the "**Target Rate**"). If at any time during the incentive period: (a) the TPP tax rate applicable to any portion of the Project exceeds the Target Rate, (b) any of the applicable Depreciation Schedules are modified in a manner that increases the TPP tax liability for any portion of the Project, or (c) the County is unable or elects not to adopt or maintain legislation establishing the Target Rate, then RIFA shall provide to the Company an automatic, non-discretionary benefit (the "**TPP Benefit**") in an amount equal to one hundred percent (100%) of the excess TPP taxes collected by the County over the amount that would have been collected had the Target Rate and the applicable Depreciation Schedule applied. The intent and effect of this Section is that, in all events, the Project's effective TPP tax rate with respect to the Project shall be no greater than one and sixty-two hundredths' percent (1.62%) of the assessed value of the TPP calculated using the applicable Depreciation Schedule. The TPP Benefit shall be paid to the Company promptly to ensure economic equivalence to taxation at the Target Rate, and in all events no later than ninety (90) days after the date on which the Company's tangible personal property taxes have been received the County for any tax year in which the Company is entitled to receive a TPP Benefit from RIFA under this Agreement. The TPP Benefit shall not constitute a tax rebate. RIFA's Treasurer will develop an annual budget

providing for sufficient funds to cover RIFA's obligations under this Agreement, including funds for any TPP Benefit required under this Section, and present such annual budget to RIFA's Board of Directors for consideration and approval.

(iii) Up to \$2,500,000.00 Danville-Pittsylvania County Enterprise Zone Jobs Grant. The City and the County acknowledge that under the City-County's Enterprise Zone program, the Company's Capital Investment for the Facility and creation of New Jobs as contemplated by this Agreement could qualify for up to Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) in value in the form of one-time cash payments of up to One Thousand and 00/100 Dollars (\$1,000.00) per job (the "**D-P Enterprise Zone Jobs Grant**"). The City and the County shall disburse the D-P Enterprise Zone Jobs Grant according to the terms and conditions of their Enterprise Zone program. The disbursement of the D-P Enterprise Zone Jobs Grant does not require the Company to achieve any of the targets for Capital Investment and/or New Jobs set forth in this Agreement. After the D-P Enterprise Zone Jobs Grant is disbursed, the grant is not subject to recapture by the City, the County, or any other Government Party. If the Company, in its sole discretion, chooses to apply for the D-P Enterprise Zone Jobs Grant, the Company shall (i) donate any funds received from the D-P Enterprise Zone Jobs Grant to a local non-profit entity or other community benefit cause of the Company's choice to benefit the Danville-Pittsylvania County region (the "**Selected Recipient**"), or (ii) provide written notice to the Government Parties to direct that any grant funds that the Company would have otherwise received from the D-P Enterprise Zone Jobs Grant be paid to the Selected Recipient directly.

(iv) Waiver of Building Zoning and Land Disturbance Permit Fees, and Water and Sewer Connection Fees. Subject to the terms and conditions of the applicable enterprise zone, the County will waive all fees for any permit fees required for the Project, including, but not limited to any building, zoning and land disturbance permit fees for new construction and expansions in the enterprise zone. Any water and sewer connection fees paid by or on behalf of the Company for new construction shall be promptly reimbursed to the Company (or, if applicable, to the entity who paid such fees on the Company's behalf). The City, through Danville Utilities, will run all necessary water and sewer lines to the location where the water meter will be installed, typically near the edge of the Property. The City will reimburse the Company, as part of the Enterprise Zone benefits, for tap fees paid, up to an aggregate of Twenty Thousand Dollars (\$20,000.00). Any and all waivers of fees by any one or more Government Parties shall expressly exclude taxes and fees that would otherwise be payable to the Commonwealth of Virginia (i.e., not state taxes or state fees), which may be collected by a city, county or other local government entity, on behalf of the state.

c. Taxes and Nondiscrimination. The Company shall have the right, to the extent permitted by Applicable Law, to contest the valuation of any property or to protest, challenge, oppose, and vote against any and all taxes. In the event the County enacts any new ordinance to apply new taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding

and charges, or fees applicable only to the Project or Land (collectively “**New Taxes**”), then RIFA, subject to appropriations, will provide a corresponding setoff supplemental TPP Benefit payment in an amount equal to such New Taxes actually received by the County.

d. Fast-Track Permitting and Governmental Approvals. The Government Parties acknowledge the importance of timely governmental approvals to the success of the Facility and Project. The Government Parties agree to process on an expedited basis, consistent with Applicable Law, all applications for permits, licenses, and other governmental authorizations required for the lawful commencement, completion and operation of the Facility. The Government Parties also agree to designate a liaison to facilitate communication between the Company and the relevant governmental departments. After the Company meets with the liaison to discuss details on the Project and the permits that would then be required, the liaison will prepare a timeline for when such permits and approvals are expected to be issued. Subject to the specific type of permit or approval required for the applicable portion of the Project, the Government Parties estimate that the time period required to review and comment on any completed application is typically ten (10) business days.

Section 5. – Length of Incentives; Overperformance; Underperformance.

a. Length of Incentives. Unless otherwise provided in the Agreement, the Incentives provided in Section 4 hereof for each Phase shall begin on the applicable Phase Closing Date and continue throughout the Term. If, for a given Phase, at any single point during any Measurement Period, the Company's cumulative Capital Investment or New Jobs exceeds the applicable target for the respective Measurement Period by more than fifty percent (50%), then the TPP Tax Incentive for that Phase shall be extended by five (5) years beyond its otherwise applicable expiration. If, for a given Phase, at any single point during any Measurement Period, the Company's Capital Investment or New Jobs exceeds the applicable target for that Measurement Period by more than one hundred percent (100%), then the TPP Tax Incentive shall be extended by an additional five (5) years (for a maximum total of ten (10) years of extension under this Section for that respective Phase). If an Underperformance Payment applies under Section 5(c) for any tax year, and the Company elects to not make such Underperformance Payment for the applicable tax year, then the TPP Tax Incentive shall be modified in accordance with Section 5(c).

b. Credit for Overperformance. At the Company's sole discretion, the Company may elect to credit all or any portion of Overperformance achieved in one Phase (the “**Source Phase**”) to one or more other Phases (each, a “**Recipient Phase**”) to enable the Recipient Phase to (i) achieve its applicable performance targets, (ii) secure an extension of its TPP Tax Incentive, or (iii) both; provided that, to the extent any Overperformance is credited to a Recipient Phase, such credited Overperformance may not also be used to secure an extension of the TPP Tax Incentive for the Source Phase. The Company's crediting election shall be effective upon written notice delivered by the Company identifying the Source Phase, Recipient Phase(s), the metric(s) credited (Capital Investment and/or New Jobs), and the amount credited. As an example, if for the first Phase, during the seven (7)-year Measurement Period, the Project achieves \$10,500,000,000.00 in Capital Investment (representing Overperformance of \$3,500,000,000.00), the Company may, at

its sole election, credit all or any portion of such Overperformance to one or more other Phases of the Project. By way of illustration, the Company may elect to credit \$2,000,000,000.00 of such Overperformance from the first Phase (the Source Phase) to the second Phase (the Recipient Phase) to enable the second Phase (the Recipient Phase) to satisfy its applicable Capital Investment target for its seven (7)-year Measurement Period, or to secure an extension of the TPP Tax Incentive for second Phase, or both, as provided in this Section 5(b). Any Overperformance so credited to the second Phase may not also be used to secure an extension of the TPP Tax Incentive for the first Phase.

c. Underperformance - Cumulative New Job Creation. Beginning with the first tax year that expires seven (7) years after the Effective Date (the “**Minimum Tax Commencement Date**”), with such date subject to any Force Majeure Event, the Company shall make, or cause to be made, Adjusted Annual Tax Payments for the Project that equal or exceed Sixteen Million Two Hundred Fifty Thousand Dollars (\$16,250,000.00) for Phase 1, and as modified for any subsequent Phase in accordance with the chart provided in Section 2(e) above (the “**Minimum Tax Payment**”). For purposes of clarity, the Minimum Tax Payment for any Phase commencing after Phase 1 shall be \$16,250.00 per additional Gross Acre acquired for that Phase under the PSA after the Phase I Closing (each, an “**Additional Gross Acre**”). If for any tax year that expires after the Minimum Tax Commencement Date the Company does not: (i) make, or cause to be made, Adjusted Annual Tax Payments that equal or exceed the Minimum Tax Payment for the applicable tax year; or (ii) achieve the applicable Capital Investment target by the end of any Measurement Period for each Phase, the Company may, at its sole discretion, elect to rectify such underperformance by making an annual cash payment (the “**Underperformance Payment**”) to RIFA, equal to the amount by which the Minimum Tax Payment exceeds the Adjusted Annual Tax Payments for the applicable tax year. By way of example, if the Project has Adjusted Annual Tax Payments of \$10,000,000.00 in any tax year after the Minimum Tax Commencement Date, then the Underperformance Payment for that tax year would equal \$6,250,000.00 (i.e., (\$16,250,000.00 – \$10,000,000.00 = \$6,250,000.00)). For the avoidance of doubt, if Adjusted Annual Tax Payments in any tax year exceed the Minimum Tax Payment, no Underperformance Payment would apply, or be available to be elected by the Company, for that tax year. The Underperformance Payment, if elected, shall be paid to the County within ninety (90) days after the end of the applicable tax year, and may continue each year thereafter, at the Company's sole discretion, until the Project has Adjusted Annual Tax Payments for any tax year that equal or exceed the Minimum Tax Payment. If the Company does not elect to make the Underperformance Payment under this Section, then, until the Project has Adjusted Annual Tax Payments for any tax year that equal or exceed the Minimum Tax Payment, the value of the TPP Tax Incentive for that respective Phase shall be reduced prospectively and proportionately based on the ratio of actual Capital Investment achieved to the applicable Capital Investment target, applied to the incentive “spread” between (y) the tax rate without the TPP Tax Incentive and (z) the Target Rate (the “**TPP Tax Adjustment**”). As an example, if actual Capital Investment is \$6,000,000,000.00 at the end of the first Phase 7-Year Measurement Period, the target is \$7,000,000,000.00, and the non-incentivized rate is 2.70%, then the effective rate after the TPP Tax Adjustment would be 1.77% (i.e., $2.70\% - (6/7 (2.70\% - 1.62\%))$) until the Company achieves \$7,000,000,000.00 in Capital Investment or elects the Underperformance Payment. The TPP Tax Adjustment shall be calculated

based on the most recent Measurement Period for an applicable Phase. Any TPP Tax Adjustment under Section 5(c) shall apply only on a prospective basis and shall not create any retroactive recapture, repayment, penalty, or interest obligation with respect to any prior Incentive provided or earlier Measurement Period. For the avoidance of doubt, no TPP Tax Adjustment shall apply for any tax year in which: (i) the Company makes, or causes to be made, the Underperformance Payment, or (ii) no Underperformance Payment applies, or is available to be elected by the Company, under the terms of this Section. As provided in Section 2(a) hereof, each Phase and its associated targets, Incentives, extensions, credits, and remedies are independent. A failure (if any) to achieve targets, make an Underperformance Payment, or otherwise perform with respect to one Phase shall not constitute a default, event of default, or trigger any remedy with respect to any other Phase, and no termination, suspension, or reduction of the TPP Tax Incentive for one Phase shall affect any other Phase.

(i) Underperformance - Cumulative New Jobs Created and Maintained, Voluntary Termination. In the event that at the end of a Measurement Period for the applicable Phase, the Company fails to meet ninety percent (90%) of the target Cumulative New Jobs created and maintained as set forth in Sections 2(c) and 2(e) above, the Company shall rectify such underperformance by making a cash payment (the “**New Job Underperformance Payment**”) to RIFA, calculated below:

For Phase I calculation of New Job Underperformance Payment:

Measurement Period for Phase I	90% Phase I Target: Total Cumulative New Jobs Created and Maintained	New Job Underperformance Payment
7-Year Measurement Period (Year 0 to Year 7)	450	(450 New Jobs - (Actual Cumulative New Jobs Created and Maintained)) x \$5,000.00
13-Year Measurement Period (Year 0 to Year 13)	450	(450 New Jobs - (Actual Cumulative New Jobs Created and Maintained)) x \$5,000.00
20-Year Measurement Period (Year 0 to Year 20)	900	(900 New Jobs - (Actual Cumulative New Jobs Created and Maintained)) x \$5,000.00
25-Year Measurement Period (Year 0 to Year 25)	900	(900 New Jobs - (Actual Cumulative New Jobs Created and Maintained)) x \$5,000.00
30-Year Measurement Period (Year 0 to Year 30)	900	(900 New Jobs - (Actual Cumulative New Jobs Created and Maintained)) x \$5,000.00

For Subsequent Phase calculation of New Job Underperformance Payment:

Measurement Period for Subsequent Phases	90% Subsequent Phase Target of Total Cumulative New Jobs	New Job Underperformance Payment
7-Year Measurement Period (Year 0 to Year 7)	0.477 per Gross Acre	(0.477 New Jobs per Gross Acre) - (Actual Cumulative New Jobs Created and Maintained)) x \$5,000.00
13-Year Measurement Period (Year 0 to Year 13)	0.477 per Gross Acre	(0.477 New Jobs per Gross Acre) - (Actual Cumulative New Jobs Created and Maintained)) x \$5,000.00
20-Year Measurement Period (Year 0 to Year 20)	0.477 per Gross Acre	(0.477 New Jobs per Gross Acre) - (Actual Cumulative New Jobs Created and Maintained)) x \$5,000.00
25-Year Measurement Period (Year 0 to Year 25)	0.477 per Gross Acre	(0.477 New Jobs per Gross Acre) - (Actual Cumulative New Jobs Created and Maintained)) x \$5,000.00
30-Year Measurement Period (Year 0 to Year 30)	0.477 per Gross Acre	(0.477 New Jobs per Gross Acre) - (Actual Cumulative New Jobs Created and Maintained)) x \$5,000.00

By way of example, if at the end of the 7-Year Measurement Period for Phase I, the New Job underperformance of the Company is equal to 50 New Jobs, the New Job Underperformance Payment shall equal \$250,000.00 (i.e., (450 - 400) x \$5,000.00). The Company shall pay the New Job Underperformance Payment for that Phase and Measurement Period to RIFA within ninety (90) days after the end of the applicable Measurement Period (the “NJUP Deadline”).

Within one (1) year after the end of any Measurement Period, the Company, in its sole discretion, may elect to discontinue the Company’s obligations regarding New Job performance target provisions as set forth in Section 2 above by delivering a written notice of such discontinuation to the Government Parties (the “**New Job Target Discontinuation Notice**”). Provided the Company has paid any New Job Underperformance Payment that may be due on or before the NJUP Deadline for the applicable Measurement Period, such termination shall be effective upon delivery of the New Job Target Discontinuation Notice or on such later date as may be specified therein. Upon delivery of such notice, (i) the Company shall be automatically and irrevocably released from any and all further obligations under this Agreement regarding New Job creation or maintenance requirements (including without limitation reporting obligations regarding New Jobs and, except as otherwise provided in this paragraph, any New Job Underperformance Payment); (ii) the delivery of the New Job Target Discontinuation Notice shall not constitute a default or breach by the Company of this Agreement; and (iii) this Agreement, except as otherwise then amended or limited by the New Job Target Discontinuation Notice, shall remain in full force and effect.

d. Government Remedies. In the event the Company fails to meet the Company’s performance targets for a respective Measurement Period (except as otherwise provided in the New Job Target Discontinuation Notice as set forth in Section 5(c) above), all remedies and

adjustments under this Agreement shall be prospective only as set forth in Section 5(c). Without limiting the foregoing, the Company shall not be subject to any retroactive reduction, clawback, recapture, repayment, penalty, interest, or other backward-looking adjustment, and no remedy shall impair, unwind, or otherwise affect any conveyance, lease, occupancy, financing, or other third-party end-user arrangement entered into by the Company in the ordinary course. The Government Parties agree that the remedies expressly set forth in this Agreement are the sole and exclusive remedies for any breach, failure to achieve performance targets, or other claim arising out of or relating to this Agreement. The Government Parties shall not be entitled to: (i) liquidated damages; (ii) specific performance, mandatory injunction, or other equitable relief to require the Company (or Other Employer, any end user, tenant, purchaser, or Lender) to commence, continue, complete, or cause the construction, development, or operation of the Project or any Phase, or to require the Company to meet any construction schedule, build-out, or development program; or (iii) any consequential, incidental, indirect, special, exemplary, enhanced, or punitive damages, or damages for lost profits, lost revenues, loss of business opportunity, diminution in value, or reputational harm, in each case whether or not foreseeable and whether or not advised of the possibility of such damages.

For any failure by the Company to perform, observe, or comply with any covenant, obligation, representation, warranty, or undertaking under this Agreement, the Government Parties shall provide the Company and any applicable Lender with written notice of the alleged default and shall specify a period of not less than thirty (30) days during which the Company or any applicable Lender shall have the right to cure such default. The obligation to provide written notice to a Lender under this Section shall only apply to a Lender that the Company, or anyone on the Company's behalf, has identified in writing to each of the Government Parties.

Section 6. – Government Default. Upon the failure of a Government Party to perform, observe, or comply with any covenant, obligation, representation, warranty, or undertaking of such Government Party under this Agreement, including any failure to pay amounts when due, to timely take required actions or approvals within such Government Party's control, or to refrain from actions prohibited by this Agreement, and such failure continues for thirty (30) days after receipt of written notice thereof from the Company, the Company shall be entitled to seek and pursue any and all rights, remedies, and causes of action available to the Company at law or in equity, including without limitation: (i) damages (to the extent recoverable under Applicable Law); (ii) declaratory relief; (iii) temporary, preliminary, and permanent injunctive relief; and (iv) a writ of mandamus or specific performance and other equitable relief to compel performance of the Government Party's obligations under this Agreement (except to the extent prohibited by Applicable Law).

Section 7. – Representations and Warranties of Company. As of the date of its execution of this Agreement, the Company hereby represents and warrants to each Government Party the following:

a. The Company is duly formed and in good standing under the laws of the State of Delaware. Within 60 days after the Effective Date of this Agreement, the Company shall be

authorized and remain authorized throughout the balance of this Agreement to transact business in the Commonwealth of Virginia.

b. This Agreement, the transactions contemplated herein, to be executed by the Company have been or shall have been approved by all necessary action by the Company; and the persons executing this Agreement to be executed by the Company have or shall have full and complete authority to execute and deliver the same for and on behalf of the Company.

c. The execution, delivery, and performance by the Company of this Agreement, and the consummation of the transactions contemplated hereby and thereby will not violate, conflict with, or result in any default under, or cause any acceleration of any obligation under, any (i) organizational documents of the Company (including without limitation Articles of Incorporation, Bylaws, and any buy-sell agreement); (ii) any existing contract, agreement, note, or other document to which the Company is a party, or by which the Company is bound; or (iii) any orders, decrees, or Applicable Law.

d. To the best of the Company's knowledge, this Agreement constitutes the legal, binding and enforceable obligations of the Company in accordance with the terms contained herein or therein.

e. To the best of the Company's knowledge, there is no pending or threatened litigation or proceeding against the Company that may materially and adversely affect the Company's ability to perform its obligations hereunder.

f. To the best of the Company's knowledge, all financial statements, certificates, resolutions, and other information or documentation furnished to any one or more of the Government Parties prior to the date of this Agreement by the Company are true, correct, and accurate in all material respects.

Section 8. – Representations and Warranties of Government Parties. As of the date of its execution of this Agreement, each Government Party hereby represents and warrants to the Company to best of that Government Party's knowledge that: (i) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) this Agreement is a valid and binding obligation, enforceable against the Government Party in accordance with its terms; (iii) entering into this Agreement does not conflict with Applicable Law or any other agreement that has been entered into by the Government Party, and (iv) the execution and delivery of this Agreement by the Government Party has been validly authorized by all necessary governmental or other action.

Section 9. - Audit and Guideline Requirements. Upon receiving at least ten (10) business days' prior written notice from a Government Party, the Company shall allow or cause to be allowed each of the County's Economic Development Director, the City's Economic Development Director and the RIFA Treasurer (or any of their respective designees) reasonable access during regular business hours to all of its records pertaining to the employment of New Jobs and Capital

Investment at the Facility, and the Company shall cooperate with RIFA in any audit of such records by furnishing all information reasonably necessary to verify the Company's performance under this Agreement (collectively, the "**Audit**"). In return, each of RIFA, the County and the City agree to maintain the confidentiality of any and all proprietary, confidential and/or sensitive information, including without limitation personal payroll earnings or similar information that any of those Government Parties or their respective designees may receive or access. Any Audit conducted under this Agreement shall: (i) take place at a mutually agreed time during the Company's normal business hours; (ii) not be disruptive to the Company's business; (iii) occur no more than once during any 12-consecutive month period; (iv) be completed within thirty (30) days from the date that the Audit commences; and (v) be conducted at no cost or charge to the Company.

Section 10. – Force Majeure. Notwithstanding any other provision in this Agreement to the contrary, if the Company does not meet the New Jobs and Capital Investment requirements because of an Event of Force Majeure, the respective Phase Measurement Period will be extended day-for-day by the delay in meeting the performance metrics caused by the Event of Force Majeure. Upon written request from RIFA, the Company and RIFA shall meet to discuss and confirm in writing the number of days to be extended by any Event of Force Majeure.

Section 11. – Subject to Annual Appropriations. Except as otherwise provided herein or under Applicable Law, the obligations of any Government Party to pay the cost of performing its obligations under this Agreement are subject to and dependent upon annual appropriations for such purpose being made from time to time by the governing body of such Government Party. Notwithstanding anything to the contrary in this Agreement, if any Incentive, grant, payment, reimbursement, waiver, or other financial obligation of a Government Party under this Agreement is not appropriated, funded, or paid when due as a result of a failure of annual appropriation or other lawful budgetary limitation, then, effective as of the date such obligation is not appropriated or paid: (i) the Company shall be automatically and irrevocably released from any and all remaining performance obligations under this Agreement, including without limitation any Capital Investment, New Job creation or maintenance requirements, construction commencement obligations, reporting obligations, or Measurement Period targets; and (ii) all rights of the Government Parties to any repayment, reimbursement, reduction, offset, or other remedial or corrective action under this Agreement shall be permanently relinquished and deemed waived in full.

Section 12. [LEFT INTENTIONALLY BLANK]

Section 13. – Non-waiver. No waiver of any term or condition of this Agreement by any Party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

Section 14. – Attorneys' Fees and Costs. Each of the Parties shall be solely responsible for their respective attorneys' fees and costs in the negotiating, drafting, and execution of this Agreement and any of the transactions contemplated hereby.

Section 15. – Development Agreement; Other Documents.

a. Development Agreement. The Government Parties and the Company acknowledge and agree that, in connection with the Project and the contemplated multi-phase development of the Facility, the Parties intend to negotiate and enter into a separate Development Agreement (the “**Development Agreement**”) to govern infrastructure development, land use entitlements, and related development matters for the Project.

b. Other Documents. The Parties agree that they shall execute, acknowledge, and deliver any such further documents as may be reasonably required to carry out and consummate the transactions contemplated by this Agreement, provided that such further documents do not increase the obligations or decrease the rights of any Party hereunder.

Section 16. – Entire Agreement. This Agreement and any exhibits or schedules hereto contain the entire agreement and understanding of the Parties to this Agreement with respect to the transactions contemplated hereby; and this Agreement and any exhibits or schedules hereto supersede all prior understandings and agreements of the parties with respect to the subject matter hereof. The Parties to this Agreement have not relied on any statement, representation, warranty, or agreement of any other Party, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement.

Section 17. – Confidential Information.

a. Confidential Information. For purposes of this Agreement, “**Confidential Information**” means any information or materials disclosed by or on behalf of the Company (or its affiliates, end users, tenants, Lenders, or contractors) to any Government Party that are non-public and that relate to the Facility, Project or the Company, including without limitation: (i) financial information, capital investment data, tax information, and pro forma or economic analyses; (ii) trade secrets, proprietary or competitively sensitive information, business plans, pricing, designs, specifications, operating data, security plans, infrastructure layouts, and utility requirements; (iii) employment data, wage information, staffing plans, and payroll records; (iv) information relating to site selection, negotiations, incentives, or the terms of this Agreement prior to execution; and (v) any information identified by the Company in writing as confidential or proprietary at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information. The Government Parties acknowledge and agree that Confidential Information constitutes records that are exempt from mandatory disclosure under the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 et seq. (“**FOIA**”), including without limitation exemptions for trade secrets and proprietary business information (§ 2.2-3705.6), financial and commercial information supplied in confidence (§ 2.2-3705.6), economic development records relating to business prospects and negotiations (§ 2.2-3705.6); and tax information and other protected financial records (§ 2.2-3705.7). The Government Parties shall assert all applicable FOIA exemptions to the fullest extent permitted by Applicable Law to protect Confidential Information from disclosure. Disclosure of Confidential Information pursuant to this

Agreement shall not be deemed a waiver of any exemption under FOIA or any other Applicable Law. Each Government Party shall prevent the disclosure of Confidential Information and shall not disclose any Confidential Information except to the extent legally required after asserting all applicable exemptions and complying with the procedures set forth in Section 17(b). The obligations set forth in this Section 17 shall survive the expiration or termination of this Agreement. Nothing in this Agreement shall be interpreted as being contrary to FOIA.

b. FOIA Request Procedures. In the event any Government Party receives a request under FOIA or Applicable Law that may encompass Confidential Information, such Government Party shall: (i) promptly notify the Company in writing, and in no event later than two (2) business day after receipt of such request; (ii) provide the Company with a copy of the request and a reasonable opportunity to review and identify Confidential Information the Government Party, in good faith, believes is responsive to the request; and (iii) consult in good faith with the Company regarding the applicability of FOIA exemptions and the scope of any proposed disclosure. If disclosure is legally required in the good faith and reasonable determination of the Government Party and the Company objects to such disclosure, the Government Party shall cooperate with the Company, at the Company's expense, in seeking protective treatment, confidential handling, or judicial relief. However, if the Company fails to object to the proposed disclosure of Confidential Information responsive to the FOIA request, in writing within two (2) business days after such notice is given or if later, before two (2) business days prior to any applicable extension deadline response date, the Government Party may provide such Confidential Information without any liability under this Agreement to the Company or its Permitted Assignees (as defined below).

c. Remedies. The Government Parties acknowledge that unauthorized disclosure of Confidential Information could cause irreparable harm to the Company for which monetary damages may be inadequate. Accordingly, the Company shall be entitled to seek injunctive or equitable relief, in addition to any other remedies available at law, to prevent or curtail any actual or threatened disclosure in violation of this Section. However, for any violation of this Section 17, neither the Company nor any Permitted Assignee shall be entitled to any consequential, incidental, indirect, special, exemplary, enhanced, or punitive damages, or damages for lost profits, lost revenues, loss of business opportunity, diminution in value, or reputational harm, in each case whether or not foreseeable and whether or not the Company advised of the possibility of such damages.

d. Privacy Protection. In connection with this Agreement, the Government Parties acknowledge that the Company, Other Employers, and their Affiliates may provide or make available certain personal, employment, payroll, tax, or similar information relating to employees, contractors, or representatives (collectively, "**Personal Information**"). The Government Parties agree that all Personal Information shall be: (i) used solely for the limited purpose of verifying compliance with this Agreement; (ii) accessed only by authorized personnel with a legitimate need to know; and (iii) handled and protected in accordance with applicable federal and Virginia privacy and data-protection laws. To the maximum extent permitted by law, the Company may satisfy its reporting and audit obligations under this Agreement by providing anonymized, or de-identified data, and shall not be required to disclose individual employee names, home addresses, Social

Security numbers, dates of birth, personal contact information, or similar personally identifiable information unless expressly required by law or as a condition of an enterprise zone benefit or other grant program in which the Company is participating, if applicable. Nothing in this Agreement shall be construed to require the disclosure of individual compensation details except in aggregate form or as otherwise required by Applicable Law. Each Government Party shall implement and maintain reasonable administrative, technical, and physical safeguards designed to protect Personal Information and Confidential Information from unauthorized access, use, disclosure, or breach, including safeguards consistent with those customarily applied by such Government Party to sensitive personnel, tax, or financial records. The Parties acknowledge and agree that Personal Information and employment-related records provided under this Agreement constitute records exempt from disclosure under the FOIA, including without limitation exemptions applicable to personnel records, payroll information, tax records, and other protected personal data. The Government Parties shall not disclose Personal Information in response to any public records request and shall handle any such request in accordance with the FOIA procedures set forth in Section 16(b).

Section 18. – Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Section 19. - Notices. Any notice which a Party is required or may desire to give to any or all other Parties shall be in writing and may be sent by personal delivery or by mail (either (i) by United States registered or certified mail, return receipt requested, postage prepaid, or (ii) by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery), addressed as follows (subject to the right of a Party to designate a different address for itself by notice similarly given):

If to RIFA:

Danville-Pittsylvania Regional
Industrial Facility Authority
Attn.: Susan M. DeMasi, Authority Secretary
427 Patton Street
P.O. Box 3300 (zip code 24543)
Danville, VA 24541

With a copy to:
Michael C. Guanzon, Esq.
Christian & Barton, L.L.P.
901 E. Cary St., Suite 1800
Richmond, VA 23219-4037

If to the County:

Pittsylvania County
Attn.: Matthew D. Rowe
Director of Economic Development
1 Center Street
P.O. Box 426
Chatham, VA 24531

With a copy to:
County Attorney
1 Center Street
P.O. Box 426
Chatham, VA 24531

If to the City:

City of Danville
Attn.: Kelvin G. Perry
Asst. Director of Economic Development
427 Patton Street
P.O. Box 3300 (zip code 24543)
Danville, VA 24541

With a copy to:

W. Clarke Whitfield, Jr., Esq.
City Attorney
427 Patton Street, Room 421
P.O. Box 3300 (zip code 24543)
Danville, VA 24541

If to the Company:

SAC III Acquisition Co., LLC
Attn: Legal
1700 Broadway, Suite 1750
Denver, Colorado 80290

With a copy to:

Scott J. Ziance, Esq.
Vorys, Sater, Seymour and Pease
LLP
52 East Gay Street
Columbus, Ohio 43215

Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any notice which a Party is required or may desire to give to any or all other Parties shall be in writing and may be delivered by email, provided that such email shall be immediately followed by delivery of such notice pursuant to clause (i) or (ii) of the preceding paragraph. Any such notice to a Party shall be addressed at the respective address set forth above (subject to the right of a Party to designate a different address for itself by notice similarly given). Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day after the day of actual delivery. Notices may be delivered by each Party's counsel on behalf of such Party. Copies hereunder are provided as a matter of courtesy and shall not constitute notice themselves.

Section 20. - Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (without regard to conflicts of laws). The Parties hereby submit to the exclusive jurisdiction of: (i) the state court located in Pittsylvania County, Virginia, or the City of Danville, Virginia, or (ii) the U.S. District Court for the Western District of Virginia (Danville Division), in any action or proceeding arising out of, or related to this Agreement, and the Parties hereby agree that all claims with respect to any such action or proceeding shall be heard or determined only in either of these courts or any appellate court thereto. The Parties agree that a final judgment in any action or proceeding shall, to the extent permitted by Applicable Law, be conclusive and may be enforced in other jurisdictions by suit on the judgment, or in any other manner provided by Applicable Law related to the enforcement of such judgments. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumptions or burden of proof shall arise

favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

Section 21. - Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, and legal representatives.

Section 22. - Amendment, Modification and/or Supplement. The Parties may amend, modify, and/or supplement this Agreement in such manner as may be agreed upon by the Parties, provided such amendments, modifications, and/or supplement are reduced to writing and signed by the Parties or their successors in interest.

Section 23. - Gender and Number. Throughout this Agreement, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine, and the singular number to include the plural, and vice versa.

Section 24. - Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. This Agreement may be delivered by portable document format (*.pdf) and upon such delivery, the .pdf or electronic signature shall be deemed to have the same effect as if the original signature had been delivered to the other Party or Parties.

Section 25. - Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 26. - Survival. Any termination, cancellation or expiration of this Agreement notwithstanding, provisions which are by their terms intended to survive and continue shall so survive and continue.

Section 27. - No Third-Party Beneficiaries. Except as otherwise expressly provided in this Agreement, the Parties do not intend by any provision of this Agreement to confer any right, remedy or benefit upon any third party, and no third party shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement.

Section 28. – Anti-Bribery and Corruption. The Parties to this Agreement acknowledge and confirm that except for payments specifically contemplated by this Agreement, no payments, political contributions, or other transfer of value have been made by any Party to the Agreement or an employee or representative of such Party to the other Party to this Agreement or any employee or representative of such other Party in an effort to exert improper influence to solicit or secure this Agreement. The Parties represent and warrant that they are not aware of any conflict of interest or any breaches of any anti-corruption, bribery, or lobbying law in connection with the negotiation, formation, or implementation of this Agreement. If any Party becomes aware of any potential violation of any anti-corruption, bribery, or lobbying law in connection with the negotiation, formation, implementation, or performance of this Agreement, it shall promptly notify

the other Parties to this Agreement of such potential violation. Throughout the term of this Agreement the Parties will have in place and enforce policies and procedures to ensure proper compliance with such obligations.

Section 29. – Limitation on Liability. All claims, demands, liabilities, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be asserted by any Government Party against the Company arising from or in connection with this Agreement, or the negotiation, execution, or performance of this Agreement, may be made only against the Company. No present or future member, manager, director, officer, shareholder, limited partner, general partner, manager or employee, advisor, affiliate, agent, attorney, property manager or in the Company or any person or entity holding a direct or indirect interest in any of the foregoing (each, a “**Company Party**” and collectively, the “**Company Parties**”) shall have any direct or indirect personal liability arising from or in connection with this Agreement or the negotiation, execution, or performance thereof, and to the maximum extent permitted by law, each Government Party hereby waives any and all such personal liability against any and all Company Parties. The limitations on liability contained in this Section 29 are in addition to, and not in limitation of, any limitation on liability applicable to the Company and/or Company Parties provided in any other provision of this Agreement or by law or by any other contract, agreement or instrument.

Section 30. – Assignment. So long as the Company is not then in default of the applicable Phase, the Company may assign this Agreement, in whole or in part, through an assignment in substantially the form attached as Exhibit D or otherwise, without the consent of any Government Party unless otherwise provided, to a Permitted Assignee (as defined below) whereupon the Company’s assigned obligations hereunder shall be released.

“**Permitted Assignee**” shall mean: (i) Microsoft, Meta, Google, Amazon, Oracle, Open AI, X AI, or Apple, or any Affiliate thereof (ii) any Affiliate of the Company having a net asset value that is at least equal to that of the Company; (iii) any end user, tenant, colocation customer, operator, or manager of all or any portion of the Facility or Project; (iv) any purchaser or transferee of all or any portion of the Land, the Facility, or the Project; (v) any Lender, collateral agent, or other financing party, or to any designee thereof, including in connection with any foreclosure, deed in lieu of foreclosure, exercise of remedies, or restructuring; or (vi) any successor entity resulting from a merger, consolidation, reorganization, sale of equity interests, or similar transaction involving the Company or its Affiliates; provided, however, that any assignee under (iii) through (vi) above must as of the date of the assignment satisfy at least one of the following conditions (a) have a net asset value equal to at least \$1 Billion as reflected on its balance sheet, (b) be a publicly traded company on the New York Stock Exchange or the Nasdaq Stock Market, or listed on the S&P 500 or an Affiliate of such company with a market capitalization of at least \$1 Billion, or (c) be approved by RIFA in writing, with such approval not to be unreasonably withheld, conditioned or delayed.

The Company may assign this Agreement on a partial or Phase-specific basis, including, without limitation, by Phase, parcel, building, or end user, and any such partial assignment shall not affect the Company’s or any other assignee’s rights or obligations with respect to the remaining

portions of the Project, which shall continue to be governed independently in accordance with this Agreement. All Incentives, performance credits, Measurement Periods, extensions, overperformance credits, and other rights under this Agreement shall run with the Project and shall inure to the benefit of, and be enforceable by, the Company and any Permitted Assignee, subject to the terms of this Agreement.

Section 31. – Estoppel Certificate. At any time and from time to time, and in no event later than ten (10) business days following receipt of a written request from the Company or any Permitted Assignee, Lender, investor, or end user, each Government Party shall execute and deliver an estoppel certificate certifying, to the extent applicable and based on such Government Party's actual knowledge, that: (i) this Agreement has been duly authorized, executed, and delivered and constitutes a valid and binding obligation of such Government Party, enforceable in accordance with its terms; (ii) this Agreement is in full force and effect and has not been amended, modified, terminated, or assigned except as expressly identified in such estoppel certificate; (iii) no default or event of default by the Company exists under this Agreement, and no event has occurred that, with notice or the passage of time, would constitute a default, except as expressly disclosed; (iv) the Incentives earned, accrued, approved, paid, or remaining available under this Agreement as of the date of the estoppel certificate are as stated therein; (v) to such Government Party's knowledge, no offsets, defenses, claims, recapture rights, clawback rights, or rights of termination, if any, have been asserted or are pending against the Company under this Agreement, except as expressly disclosed; and (vi) such other customary matters reasonably requested by the Company or such requesting party to confirm the status and enforceability of this Agreement. Failure of a Government Party to timely deliver an estoppel certificate in accordance with this Section shall be deemed confirmation that the statements set forth above are true and correct as of the date such estoppel certificate was requested.

Section 32 – Effectiveness. This Agreement shall become effective as of the Effective Date. However, in the event that the completion of the Phase I Closing under the PSA is not satisfied under the terms of the PSA, this Agreement may be terminated by any of the Parties upon giving notice to the other Parties, and this Agreement shall be of no further force or effect and shall not create any further obligation, liability, or reliance by or against any Party.

Section 33 – Mortgages. This Agreement shall not prevent or limit the Company from encumbering the Land or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Project or any portion thereof or otherwise making a collateral assignment to any Lender. The Government Parties shall execute and deliver such documents and instruments as are reasonably requested by the Company in connection with obtaining, modifying or releasing any such Mortgage within thirty (30) days of the request therefor.

[SIGNATURES ARE ON FOLLOWING PAGES.]

WITNESS our signature and seal to this **LOCAL PERFORMANCE AGREEMENT** as of the date first written above:

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia

Signed by:

C598F1A417A2418...
By: _____
William V. Ingram, Chairman

(SEAL)

[Attestation and notarial acknowledgment below are not required if the signature above is by DocuSign.]

ATTEST:

Susan M. DeMasi
Authority Secretary
Danville-Pittsylvania Regional Industrial Facility Authority

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

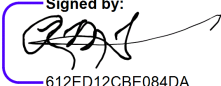
The foregoing instrument was acknowledged before me this ____ day of _____ 2026, by **WILLIAM V. INGRAM**, in his capacity as Chairman of **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **LOCAL PERFORMANCE AGREEMENT** as of the date first written above:

COUNTY OF PITTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia

Signed by:

612ED12CBE084DA...
By: _____
Robert M. Tucker, Jr., Chairman
Board of Supervisors

(SEAL)

[Attestation and notarial acknowledgment below are not required if the signature above is by DocuSign.]

ATTEST:

Kaylyn McCluster, MMC
Clerk
Pittsylvania County Board of Supervisors

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

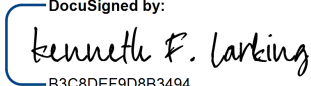
The foregoing instrument was acknowledged before me this ____ day of _____ 2026, by **ROBERT M. TUCKER, JR.**, in his capacity as Chairman of the Board of Supervisors of **COUNTY OF PITTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **LOCAL PERFORMANCE AGREEMENT** as of the date first written above:

CITY OF DANVILLE, VIRGINIA, a Virginia municipal corporation

By: 
Kenneth F. Larking
City Manager

(SEAL)

[Attestation and notarial acknowledgment below are not required if the signature above is by DocuSign.]

ATTEST:

Susan M. DeMasi
City Clerk
City of Danville, Virginia

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

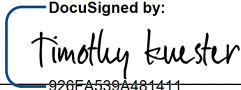
The foregoing instrument was acknowledged before me this _____ day of _____ 2026, by **KENNETH F. LARKING**, in his capacity as City Manager of **CITY OF DANVILLE, VIRGINIA**, a Virginia municipal corporation, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature to this **LOCAL PERFORMANCE AGREEMENT** as of the date first written above:

SAC III ACQUISITION CO., LLC, a Delaware limited liability company

By: 
Printed name: Timothy Kuester
Title: Chief Legal & Administrative Officer

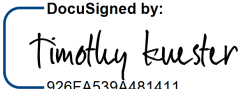
Initial


ACKNOWLEDGEMENT BY STACK INFRASTRUCTURE, INC.:

STACK Infrastructure, Inc. hereby joins in this Agreement to acknowledge that it is an affiliate of SAC III Acquisition Co., LLC; however, SAC III Acquisition Co., LLC does not require the consent of STACK Infrastructure, Inc., a Delaware corporation, to enter into this Agreement.

[Signature Page Follows]

STACK INFRASTRUCTURE, INC., a Delaware corporation

By:  926FA539A481411...

Printed Name: Tim Kuester

Title: *Chief Legal and Administrative Officer*

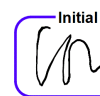
 Initial

Exhibit A
(Form of Annual Report)
[To be provided by Government Parties]

Exhibit B
(Depreciation Schedules)
[To be provided by County]

Exhibit C

[LEFT INTENTIONALLY BLANK.]

Exhibit D
(Form of Assignment)

[PARTIAL] ASSIGNMENT AND ASSUMPTION OF LOCAL PERFORMANCE AGREEMENT

THIS [PARTIAL] ASSIGNMENT AND ASSUMPTION OF LOCAL PERFORMANCE AGREEMENT (this “**Assignment**”) is made as of [_____, 20__] (the “**Effective Date**”) by and between [_____, a _____] (the “**Assignor**”), and [_____, a _____] (the “**Assignee**”).

RECITALS

A. Assignor is a party to that certain Local Performance Agreement, dated as of _____, 2026 (the “**Agreement**”), by and among DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia (“**RIFA**”); the COUNTY OF PITTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the “**County**”); the CITY OF DANVILLE, VIRGINIA, a Virginia municipal corporation (the “**City**”), and Assignor.

B. Pursuant to Section 30 of the Agreement, Assignor is permitted to assign the Agreement, in whole or in part, without the consent of any Government Party, to a Permitted Assignee.

C. Assignee qualifies as a Permitted Assignee under Section 30 of the Agreement, and Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, the Assigned Rights (as defined below), subject to the terms hereof.

D. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Recitals Incorporated. The foregoing recitals are hereby incorporated into this Assignment by this reference and made a part hereof as if fully set forth herein.

2. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee, without recourse except as expressly set forth herein, all of Assignor’s right, title, and interest in, to, and under the Agreement, including the Incentives thereunder, solely with respect to the following (the “**Assigned Rights**”):

- ☐ [Phase ____ of the Project]
- ☐ [Certain parcels, buildings, or portions of the Facility]
- ☐ [End-user / tenant / operator rights applicable to: _____]
- ☐ [Other _____]

3. Assumption of Obligations. To the extent applicable to the Assigned Rights, Assignee hereby assumes and agrees to perform, observe, and comply with all covenants, obligations, duties, and responsibilities of the Assignor under the Agreement that arise after the Effective Date of this Assignment and that are attributable to the Assigned Rights (the “**Assumed Obligations**”). The Assumed Obligations include without limitation the following performance metrics:

- ☐ [Number of New Jobs for Phase ____: _____]
- ☐ [Capital Investment for Phase ____: _____]

4. Effect of Assignment; Continuing Rights.

- a. This Assignment is made pursuant to and in accordance with Section 30 of the Agreement and shall be effective upon execution by Assignor and Assignee.
- b. Except as expressly assigned hereby, Assignor retains all rights and obligations under the Agreement with respect to the portions of the Project not included in the Assigned Rights.
- c. All Incentives, Measurement Periods, performance credits, extensions, Overperformance credits, and other rights associated with only the Assigned Rights shall run with the Project and inure to the benefit of Assignee in accordance with the terms of the Agreement.

5. Indemnification. From and after the Effective Date, Assignee shall indemnify, defend, and hold harmless Assignor and its Affiliates, and their respective officers, directors, employees, members, managers, and agents, from and against any and all claims, demands, actions, causes of action, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or relating to (a) the Assumed Obligations, (b) Assignee’s failure to perform or comply with any covenant, obligation, or responsibility under the Agreement to the extent attributable to the Assigned Rights, or (c) any breach of this Assignment by Assignee. Notwithstanding the foregoing, Assignee shall have no obligation to indemnify Assignor with respect to any claim arising solely from Assignor’s failure to perform its obligations under the Agreement to the extent such obligations are not part of the Assigned Rights.

6. Representations of Assignee. Assignee hereby represents and warrants that:

- a. Assignee qualifies as a Permitted Assignee under Section 30 of the Agreement.

- b. Assignee has full power and authority to enter into this Assignment and to perform its obligations hereunder.
- c. This Assignment has been duly authorized and executed and constitutes a valid and binding obligation of Assignee, enforceable in accordance with its terms.

7. Notices. Any notice which a Assignor or Assignee is required or may desire to give to the other party shall be in writing and may be sent by personal delivery or by mail (either (i) by United States registered or certified mail, return receipt requested, postage prepaid, or (ii) by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery), addressed as follows (subject to the right to designate a different address for itself by notice similarly given):

If to the Assignor:

[_____]

Attn: Legal
1700 Broadway, Suite 1750
Denver, Colorado 80290

With a copy to:

Scott J. Ziance, Esq.
Vorys, Sater, Seymour and Pease
LLP
52 East Gay Street
Columbus, Ohio 43215

With a copy to:

Danville Pittsylvania Regional
Industrial Facility Authority
Attn.: Susan M. DeMasi, Authority
Secretary
427 Patton Street
P.O. Box 3300 (zip code 24543)
Danville, VA 24541

If to the Assignee:

[_____]

Attn: [_____]

[_____]

[_____]

With a copy to:

[_____]

[_____]

[_____]

[_____]

With a copy to:

Danville Pittsylvania Regional
Industrial Facility Authority
Attn.: Susan M. DeMasi, Authority
Secretary
427 Patton Street
P.O. Box 3300 (zip code 24543)
Danville, VA 24541

Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any notice which a Party is required or may desire to give to any or all other Parties shall be in writing and may be delivered by email, provided that such email shall be immediately followed by delivery of such notice pursuant to clause (i) or (ii) of the preceding paragraph. Any such notice to a Party shall be addressed at the respective address set forth above (subject to the right of a Party to designate a different address for itself by notice similarly given). Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day after the day of actual delivery. Notices may be delivered by each Party's counsel on behalf of such Party. Copies hereunder are provided as a matter of courtesy and shall not constitute notice themselves.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (without regard to conflicts of laws). The Parties hereby submit to the exclusive jurisdiction of: (i) the state court located in Pittsylvania County, Virginia, or the City of Danville, Virginia, or (ii) the U.S. District Court for the Western District of Virginia (Danville Division), in any action or proceeding arising out of, or related to this Agreement, and the Parties hereby agree that all claims with respect to any such action or proceeding shall be heard or determined only in either of these courts or any appellate court thereto. The Parties agree that a final judgment in any action or proceeding shall, to the extent permitted by Applicable Law, be conclusive and may be enforced in other jurisdictions by suit on the judgment, or in any other manner provided by Applicable Law related to the enforcement of such judgments. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumptions or burden of proof shall arise

favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

9. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery by electronic signature or PDF shall be deemed effective.

10. Further Assurances. Assignor and Assignee shall execute and deliver such further instruments and take such further actions as may be reasonably necessary to effectuate the purposes of this Assignment.

11. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

[SIGNATURES ARE ON FOLLOWING PAGES.]

WITNESS our signature and seal to this [Partial] Assignment and Assumption of Local Performance Agreement as of the date first written above:

ASSIGNOR:

[_____]
[a/an _____]

By: _____
Printed name: _____
Title: _____

(SEAL)

[Notarial acknowledgment below is not required if the signature above is by DocuSign.]

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by _____, in the capacity as _____ of _____, a/an _____, on behalf of such entity.

My commission expires: _____.

(Only if in Va.): Notary Public
Registration No. _____

WITNESS our signature and seal to this [Partial] Assignment and Assumption of Local Performance Agreement as of the date first written above:

ASSIGNEE:

[_____]
[a/an _____]

By: _____
Printed name: _____
Title: _____

(SEAL)

[Notarial acknowledgment below is not required if the signature above is by DocuSign.]

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by _____, in the capacity as _____ of _____, a/an _____, on behalf of such entity.

My commission expires: _____.

(Only if in Va.): Notary Public
Registration No. _____