

PEANUT

**"TRADE SECRET AND CONFIDENTIAL BUSINESS INFORMATION EXEMPT FROM
PUBLIC DISCLOSURE"**

**FIXED TAX RATE AND WATER AND WASTEWATER CAPACITY AND SERVICE
AGREEMENT**

THIS FIXED TAX RATE AND WATER AND WASTEWATER CAPACITY AND SERVICE AGREEMENT (this "Tax and Service Agreement") dated as of February 11, 2020, by and among PEANUT LLC, a Delaware limited liability company and successors and assigns (together with its affiliates and related entities the "Customer"), and THE COUNTY OF CHESTERFIELD, a political subdivision of the Commonwealth of Virginia (the "County").

RECITALS:

A. The Customer is evaluating the feasibility of the acquisition of property consisting of approximately 305 acres, more or less, of undeveloped land located in Chesterfield County, Virginia described on Exhibit A (the "Property").

B. If the Customer acquires the Property, it proposes to establish on the Property a large-scale project, consisting of one or more data centers, and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and equipment used for the transformation, transmission, distribution or management of electricity (including substations), internet-related equipment, data communications connections, indoor environmental controls, security devices, structures and site features, as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings or structures such as (but not limited to) utility buildings, structures and appurtenances located on, adjacent or near the Property that are reasonably related to the data center (collectively, as the same may actually be constructed, the "Project").

C. The County has found the development of the Project to be in the public interest of the citizens of the County and thus desires to further encourage and support the Project, including by committing to a favorable ad valorem tax rate against the business tangible personal property for computer equipment and peripherals used in a data center (as described and defined in §58.1-3506(A)(43) of the Code of Virginia (1950), as amended) (the "Applicable Data Center Personal Property"), and the Project and providing certain process water and wastewater service to the Customer for the Project from the County's potable water system (the "Water System") and the County's sanitary sewer collection, treatment, and disposal system (the "Wastewater System"; the Water System and the Wastewater System are sometimes hereinafter collectively referred to as the "Utility System").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained within this Tax and Service Agreement and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by the parties, the County and the Customer agree as follows:

1. Ad Valorem Tax Rate. As of the Effective Date (as defined in Section 10(i)), the ad valorem tax rate assessed by the County for the Applicable Data Center Personal Property that is part of the Project will be fixed at \$0.24 per \$100.00 of assessed value. It is the County's intent

**"TRADE SECRET AND CONFIDENTIAL BUSINESS INFORMATION EXEMPT FROM
PUBLIC DISCLOSURE"**

EXHIBIT B

Capital Cost Recovery Charges and water and wastewater capacity for Project*

1. Water:
 - a. Capital Cost Recovery Charge = \$5,725 per ERU**
 - b. Total Equivalent Residential Units needed for the Project in a range of [REDACTED]
[REDACTED] which equates to a range of [REDACTED]

2. Wastewater:
 - a. Capital Cost Recovery Charge = \$5,400 per ERU**
 - b. Total Equivalent Residential Units for the Project in a range of [REDACTED]
[REDACTED] which equates to a range of [REDACTED]
 - c. Waste reservation of [REDACTED] Total Dissolved Solids (TDS) at a maximum concentration of 1000mg/L ***

*The requirements are estimated, projected amounts based on information known to Customer as of the date of this Tax and Service Agreement. Customer will update the amounts if necessary pursuant to Section 2 above.

**Subject to rate increases occurring prior to time of payment.

***Subject to modification pursuant to changes in Local, State and Federal Regulations or changes in waste profile characteristics