

PERFORMANCE AGREEMENT
CLOUD COMPUTING CLUSTER INFRASTRUCTURE GRANT PROGRAM

THIS PERFORMANCE AGREEMENT (this “Agreement”), dated as of the _____ day of _____, 2025, made by and among the **COUNTY OF _____, VIRGINIA** (the “Locality”), and the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY**, a political subdivision of the Commonwealth (“VEDP”), and **AMAZON DATA SERVICES, INC.**, a Delaware company authorized to transact business in the Commonwealth (the “Company”), and provides:

Recitals

The Commonwealth, in consideration of the Company’s intentions regarding Capital Investment and New Full-Time Jobs, as such capitalized terms are defined below, wishes to offer certain incentives under the Cloud Computing Cluster Infrastructure Grant Program under the Act (“the Program”) to be used directly for the development of data centers in the Eligible Localities, including the Locality. The Program consists of grants to be paid to the Company from the Fund (the “Grant”) that are intended to pay or reimburse the Company for (i) Infrastructure Costs related to the construction and support of facilities and (ii) costs for workforce development, recruiting, and training based on the amount of Capital Investment made and New Full-Time Jobs created, as set forth in a separate Memorandum of Understanding between the Company, the Commonwealth of Virginia, and VEDP (the “Memorandum”). Such Grants are contingent on the commitment of a local match from the Eligible Locality in which each data center is located of at least twice the amount of Grants from the Cloud Computing Cluster Infrastructure Grant Fund created by the Act (“the Fund”) provided to the Company for Capital Investment and New Full-Time Jobs in the applicable Eligible Locality. This Agreement memorializes the Locality’s contribution to the Local Match.

On or about December 1, 2023, the Locality and the Company entered into the Economic Development Local Performance Agreement, in which the Locality agreed to provide the Company with certain grants based on a percentage of the increase in tax revenue generated by the Company’s development of data centers in the Locality (the “Local Grants”). The Locality, VEDP, and the Company intend for the Local Grants to contribute to the Local Match.

The stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Full-Time Jobs constitute a valid public purpose for the expenditure of public funds and is the animating purpose for the Grant.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, receipt of which is hereby acknowledged, the Company, the Locality, and VEDP agree as follows:

Section 1. Definitions.

As used in this Agreement:

“Act” means Chapters 671 and 678 of the 2023 Acts of Assembly of the Commonwealth of Virginia that codified the Program at Chapter 22.21 (§ 59.1-284.42) of Title 59.1 of the Code of Virginia, as such legislation may be amended or supplemented.

“Agreement” has the meaning set forth in the preamble.

“Annual Report” means the annual written report, including the application for earned Grant Payments, to be filed by the Company with the Secretary, as described in Section 4 of the Memorandum.

“Average Annual Wage” means, for any calendar year, the quotient of (i) the annualized salary (defined as “wages” under Virginia Code §60.2-229 exclusive of benefits) payable to persons holding New Full-Time Jobs for such calendar year, divided by (ii) the number of New Full-Time Jobs in place as of the end of such calendar year.

“Capital Investment” means an investment by or on behalf of a qualified company incurred on or after January 1, 2023, in real property, tangible personal property, or both, at a Facility that are properly chargeable to a capital account or would be so chargeable with a proper election.

“Construction Costs” means any Capital Investment, except for the purchase of land, made by or on behalf of the Company in real or tangible personal property to develop or support a data center in an Eligible Locality. Construction Costs include Infrastructure Costs.

“Eligible Locality” means a locality identified in the Memorandum. The Locality is an Eligible Locality.

“Facility” means one or more buildings, group of buildings, and ancillary facilities and equipment that are located in the Locality and that are owned, occupied, or otherwise operated by or for the Company for data center and cloud computing cluster operations.

“Final Local Match Report” means the final Local Match Report to be submitted by the Locality pursuant to Section 4(b).

“Fund” has the meaning set forth in the Recitals.

“Grant” has the meaning set forth in the Recitals.

“Grant Payments” means payments paid from the Fund.

“Infrastructure Costs” includes costs related to fiber, water, wastewater, and stormwater facilities, gas pipelines; electrical transmission and distribution lines; and site clearing, grading, and other improvements to support the construction and development of the Facility.

“Economic Development Local Performance Agreement” means the agreement entered into between the Company and the Locality on December 1, 2023, setting forth the specific details related to the Company’s planned investment and job creation in the Locality and the Locality’s provision of the Local Grants to the Company. Such Economic Development Local Performance Agreement is attached hereto as Exhibit A.

“Local Grants” has the meaning set forth in the recitals.

“Local Match” means the funds committed by the Locality to the Company related to the construction and operation of a Facility, including by cash grants such as Local Grants, or via the expenditure of local funds for Infrastructure Costs. The Local Match shall be at least twice the amount provided from the Fund by the Commonwealth to the Company related to the construction of, and creation of New Full-Time Jobs at, a Facility in the Locality. Expenditures by the Locality certified by the Secretary as Infrastructure Costs incurred by the Locality shall be counted toward the Local Match obligation.

“Local Match Report” means the annual Local Match Report to be submitted by the Locality pursuant to Section 3.

“Maintain” means the New Full-Time Jobs created pursuant to the Memorandum that continue without interruption from the date of creation through the last day of the calendar year that immediately precedes the date of submission of each respective Annual Report. Positions for the New Full-Time Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary decreases in the Company’s employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

“MEI Commission” means the MEI Project Approval Commission established pursuant to Chapter 47 (§ 30-309 et seq.) of Title 30 of the Code of Virginia.

“Memorandum” has the meaning set forth in the recitals.

“New Full-Time Job” means job positions created on or after January 1, 2023, but prior to July 1, 2040, in which the employee of a Company works at a Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Average Annual Wage is at least one and one-half times the prevailing average wage of the Locality. Each New Full-Time Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of the Company’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions shall not qualify as New Full-Time Jobs. Positions created after January 1, 2023, by contractors that are dedicated full-time to providing operational services after the opening of a Facility may constitute New Full-Time Jobs of the Company but shall not exceed 20 percent of the number used to meet any performance criteria for the creation of New Full-Time Jobs. A position created when a job function is shifted from an existing location in the Commonwealth to a new Facility shall qualify as a New Full-Time Job if the Company certifies that it has hired a new employee or contractor to fill substantially the same job at an existing location as that performed by the transferred position. New Full-Time Jobs shall be in addition to the full-time jobs that the Company had in the Commonwealth as of January 1, 2023.

“Performance Date” means July 1, 2040.

“Program” has the meaning set forth in the Recitals.

“Secretary” means the Secretary of Commerce and Trade for the Commonwealth, or his or her designee.

Section 2. Cloud Computing Cluster Infrastructure Grant Program; Generally.

(a) Company as a Qualified Company. The MEI Commission endorsed the Company at its meeting on December 13, 2022, to receive Grant Payments from the Fund in the amounts set forth in the Memorandum, and the General Assembly approved the Company's eligibility for the award of such Grant Payments in the General Appropriation Act adopted during the 2023 Special Session I (Item 113 of Chapter 1 of the 2023 Acts of Assembly, Special Session I). The Company is eligible to receive a maximum aggregate Grant from the Commonwealth of \$140,000,000.

On the date of this Agreement, the parties acknowledge and agree that the Company is a qualified company and the Locality is an Eligible Locality, both as described in the Act.

(b) Performance Agreement. The parties intend that this Agreement meet the requirement in the Act that there be a performance agreement to set forth the Local Match regarding each Eligible Locality and between the Company, such Eligible Locality, and VEDP.

(c) Local Match. The Locality will provide the Local Grants pursuant to the Economic Development Local Performance Agreement, and the Local Grants will count towards the Local Match. Subject to the following sentence and Section 3(c), the Local Match will match the Grant Payments in an amount equal to at least twice the amount of the Grants paid by the Commonwealth for Construction Costs invested and New Full-Time Jobs Created and Maintained. This Agreement does not (i) create any additional payment obligations by the Locality to the Company separate from those set forth in the Economic Development Local Performance Agreement; or (ii) limit the amount of the Local Grants or any other obligation of the Locality or the other Eligible Localities under the respective Economic Development Local Performance Agreements.

Section 3. Reporting of Local Match Amount.

(a) Annual Local Match Report. On or before April 1 of each year, the Locality shall submit a Local Match Report to VEDP and the Company stating the amount, if any, of (i) the amount of Local Match provided by the Locality in the calendar year immediately preceding the date of submission of each respective Annual Report, (ii) the aggregate amount of Local Match provided by the Locality through the prior December 31, and (iii) if applicable, the amount of Infrastructure Costs incurred by the Locality and certified by the Secretary, which amount will be counted towards the Local Match.

(b) Final Local Match Report. No later than October 1, 2040, the Locality shall file its Final Local Match Report to VEDP and the Company, stating the total amount of Local Match provided to the Company through July 1, 2040.

(d) Final Certification. After the Company submits its Final Annual Report pursuant to (and as defined in) the Memorandum, VEDP shall calculate the total amount of Grant Payments made by the Commonwealth to the Company for Construction Costs made and New Full-Time Jobs Created and Maintained in the Locality and confirm whether the total Local Match equals at least twice the total amount of the Grant Payments. If the total Local Match is not at least twice the amount of the Grant Payments, the Company may be required to repay a portion of the Grants to the Commonwealth, pursuant to and subject to the terms set forth in Section 6 of the Memorandum.

Section 4. Notices.

Formal notices and communications between the parties will be given by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, or (iii) mailing utilizing a certified or first-class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery. Notices and communications personally delivered or delivered by document delivery service will be deemed effective upon receipt. Notices and communications mailed will be deemed effective on the second business day following deposit in the United States mail. Such written notices and communications will be addressed to:

if to the Company, to:

Amazon Data Services, Inc.
P.O. Box 81226
Seattle, Washington 98108
Email: contracts-legal@amazon.com
Attention: General Counsel

Amazon Data Services, Inc.
410 Terry Ave. N
Seattle, Washington 98109
Email: AWS-econ-dev@amazon.com
Attention: Infrastructure Global Expansion,
Economic Development

if to the Locality, to:

County of Louisa
1 Woolfolk Avenue
Louisa, Virginia 23093
Attention: County Administrator

with a copy to:

County of Louisa
1 Woolfolk Avenue
Louisa, Virginia 23093
Attention: County Attorney

if to VEDP, to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: ceo@vedp.org
Attention: President and CEO

with a copy to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: generalcounsel@vedp.org
Attention: General Counsel

Each party may change the address for service of notice upon it by a notice in writing to the other parties hereto.

Section 5. Miscellaneous.

(a) Entire Agreement; Amendments. This Performance Agreement and the Economic Development Local Performance Agreement attached hereto constitute the entire agreement among the parties as to the subject matter contained herein. This Agreement may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality and VEDP, except that such consent will not be required if the assignment is to an affiliate or in connection with any merger, reorganization, sale of all or substantially all of the Company's assets or any similar transaction, so long as prompt written notice is provided to the Locality and VEDP.

(b) Governing Law; Venue. This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court. With respect to any proceeding or action arising out of or in any way related to this Agreement (whether in contract, tort, equity or otherwise) the parties knowingly, intentionally and irrevocably waive their right to trial by jury. To the fullest extent permitted by law, no party shall be liable for any indirect, incidental, special, punitive, exemplary or consequential damages.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) Severability. If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(e) Effective Date; Amendment of Act. The effective date of this Agreement shall be December 1, 2024. If the Act, as amended by the General Assembly, contains provisions that are additional to or in conflict with the provisions of this Agreement, the Company, Locality, and VEDP will endeavor to amend this Agreement to include or modify provisions to the end that this Agreement will be in conformity with the Act. To the extent any inconsistency between the Act and this Agreement exists, the terms of the Act shall control.

(f) Confidential and Proprietary Information. Any confidential and proprietary information made available by the Company or an affiliate shall be maintained as confidential by the Locality and VEDP to the maximum extent permitted by law. The Company understands that this Agreement is non-proprietary information and any amount of Local Match reported pursuant to this Agreement related to Grant Payments is non-proprietary, and both are subject to disclosure by the Locality and VEDP. Notwithstanding the foregoing, prior to any disclosure pursuant to a request for information under the Virginia Freedom of Information Act, the Locality or VEDP shall notify the Company as soon as reasonably possible and, at the same time, provide the Company with a copy of any intended disclosure and allow the Company sufficient time to provide

comments to the intended disclosure or seek a protective order or other similar recourse. The parties will work together in good faith to agree on the proposed wording of any disclosure.

(g) Attorney's Fees. Attorney's fees shall be paid by the party incurring such fees.

(h) Dispute Resolution. In the event of any dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement (including (i) disputes as to the creation, validity, or interpretation of this Agreement or (ii) the existence or amount of any Grant Payment (a "Dispute")), then upon the written request of either party, each of the parties will appoint a senior representative whose task it will be to meet for the purpose of endeavoring to resolve the Dispute. The representatives will meet as often as the parties reasonably deem necessary in order to gather and furnish to the others all information with respect to the matter in issue which the parties believe to be appropriate and germane. Such representatives will discuss the Dispute and will negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding. The specific format for such discussions will be left to the discretion of the representatives but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other parties.

(i) Force Majeure. Notwithstanding the foregoing provisions of this Agreement, if the Locality does not achieve a target or take any action required under this Memorandum because of an "Event of Force Majeure" (as defined below), the time for achieving the applicable target or taking such action will be extended day-for-day by the delay caused by the Event of Force Majeure. "Event of Force Majeure" means without limitation, any of the following: acts of God; strikes, lockouts or other labor or industrial disturbances (whether or not on the part of agents or employees of any Party); act of public enemies; orders, law, regulation, or other action of any kind of the government of the United States of America or of the Commonwealth or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority, including, but not limited to war; sabotage; blockage; embargo; failure or inability to secure materials, supplies, or labor through ordinary sources; civil disturbance; terrorist act; power outage; windstorm; insurrections; riots; epidemics; pandemics; quarantine; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; or other casualty; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; insufficient or unavailable utilities; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COUNTY OF LOUISA

By _____
Name: Christian Goodwin
Title: County Administrator
Date: _____

**VIRGINIA ECONOMIC
DEVELOPMENT PARTNERSHIP
AUTHORITY**

By _____
Name: Jason El Koubi
Title: President and Chief Executive
Officer
Date: _____

AMAZON DATA SERVICES, INC.

By _____
Name: _____
Title: _____
Date: _____

Exhibit A: Economic Development Local Performance Agreement