

ADS WATER AND WASTEWATER SERVICE AGREEMENT COVER SHEET

This Water and Wastewater Service Agreement is between the Amazon Entity, the City, and MCEDA, as identified below (each a “Party” and collectively the “Parties”), is made as of the Effective Date identified below (the “Effective Date”), and includes this Cover Sheet, the Terms and Conditions, Exhibits, and any written supplements (the “Agreement”).

The Parties to this Agreement are:

|                            |                                                                                                                                                                                                            |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Amazon Entity:             | Amazon Data Services, Inc., a Delaware corporation (“ADS”)                                                                                                                                                 |
| Provider:                  | City of Ridgeland, Mississippi, acting by and through its Mayor and Board of Aldermen (“City” or “Provider”)                                                                                               |
| MCEDA                      | Madison County Economic Development Authority, a Mississippi body politic authorized and created pursuant to Chapter 947, Local and Private Laws of 1979, as amended (“MCEDA”)                             |
| Effective Date:            | March 18, 2025                                                                                                                                                                                             |
| Project:                   | JAN200/Ridgeland Site, located west of Interstate 55 and north of I-220, north and west of the intersection of County Line Road and Highland Colony Parkway, within the City.                              |
| Non-Disclosure Agreements: | Non-Disclosure Agreement by and between Amazon Data Services, Inc. and Ridgeland, dated June 10, 2023. Non-Disclosure Agreement by and between Amazon Data Services, Inc. and MCEDA, dated April 28, 2023. |

Each Party’s contacts to receive notices about this Agreement are:

| Table 1: Legal Notices                                                                                                                                                         |                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ADS Legal Notices:                                                                                                                                                             | ADS Legal Notices:                                                                                                                                                                                                                           |
| Amazon Data Services, Inc.<br>410 Terry Avenue<br>North Seattle, WA 98109<br>Email: <a href="mailto:Infraenergy@amazon.com">Infraenergy@amazon.com</a>                         | 410 Terry Avenue<br>North Seattle, WA 98109<br>Attention: General Counsel (ADS)<br>Email: <a href="mailto:contracts-legal@amazon.com">contracts-legal@amazon.com</a> ,<br><a href="mailto:infraenergy@amazon.com">infraenergy@amazon.com</a> |
| City Legal Notices:                                                                                                                                                            | City Legal Notices:                                                                                                                                                                                                                          |
| City<br>Attention: Mayor Gene F. McGee<br>100 West School Street<br>Ridgeland, MS 39157<br>Email: <a href="mailto:Mayor.McGee@Ridgelandms.org">Mayor.McGee@Ridgelandms.org</a> | Mills, Scanlon, Dye & Pittman<br>Attention: John Scanlon<br>800 Avery Blvd<br>Suite #101<br>Ridgeland, MS 39157                                                                                                                              |
| MCEDA Legal Notices:                                                                                                                                                           | MCEDA Legal Notices:                                                                                                                                                                                                                         |



|                                                                                                                                                                      |                                                                                                                                       |
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| Madison County Economic Development Authority<br>Attention: Executive Director<br>135 Mississippi Parkway<br>Canton, MS 39046<br>Email: jdeason@madisoncountyeda.com | Jones Walker, LLP<br>Attention: Chris Pace<br>3100 North State Street, Suite 300<br>Jackson, MS 39216<br>Email: cpace@joneswalker.com |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|

| Table 2: Water and Wastewater and Sewer Service Rates |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Provider Service:                                     | Water (Potable for Sanitary and Cooling)                                                                                                                                                                                                                                                                                                                                        | Wastewater and Sewer Service                                                                                                                                                                                                                                                                                                                                                                           |
| Provider Service Provider Rate:                       | Except as otherwise provided in this Agreement, water rates will be the Provider’s published rates at time of billing, which rates are currently published at <a href="https://www.ridgelandms.org/city-departments/public-works/utilities/water-and-sewer-information/">https://www.ridgelandms.org/city-departments/public-works/utilities/water-and-sewer-information/</a> . | Except as otherwise provided in this Agreement, wastewater and sewer service rates will be the Provider’s published rates at time of billing, which rates are currently published at <a href="https://www.ridgelandms.org/city-departments/public-works/utilities/water-and-sewer-information/">https://www.ridgelandms.org/city-departments/public-works/utilities/water-and-sewer-information/</a> . |
| Billing and Payment:                                  | In accordance with the City Water User Agreement                                                                                                                                                                                                                                                                                                                                | In accordance with the City Water User Agreement                                                                                                                                                                                                                                                                                                                                                       |

Agreed to by all Parties as of the Effective Date:

**AMAZON DATA SERVICES, INC.**

Signed by:  
By: Brandon Oyer  
Name: Brandon Oyer  
Title: Authorized Signatory  
Date Signed: April 4, 2025

**CITY OF RIDGELAND, MISSISSIPPI**

Signed by:  
By: Gene F. McGee  
Name: Gene F. McGee  
Title: Mayor  
Date Signed: April 4, 2025

**MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

Signed by:  
By: Joseph P. Deason  
Name: Joseph P. Deason  
Title: Executive Director  
Date Signed: April 4, 2025



**ADS WATER AND WASTEWATER SERVICE AGREEMENT TERMS AND CONDITIONS****ARTICLE 1 – WATER AND SEWER INFRASTRUCTURE****1.1 MCEDA-Provided and City-Provided Infrastructure Obligations.****(a) *Infrastructure Delivery.***

(i) *MCEDA-Provided Infrastructure.* Subject to Section 1.1(f) below, MCEDA will design, engineer, construct, install, and undertake all work necessary to deliver the MCEDA-Provided Infrastructure in accordance with Exhibits 1-3, the Service Specifications, MDEQ Guidance for the Design of Publicly Owned Wastewater Facilities, MDEQ regulations for groundwater withdrawal permits, Federal Aviation Administration (“FAA”) regulations governing height of water towers, MSDH Minimum Design Criteria For Mississippi Public Water Systems, Good Utility Practice, and Applicable Law.

(A) Prior to the award of any contract for the construction or installation of any MCEDA-Provided Infrastructure, MCEDA will first coordinate with the City and share all engineering and design plans and specifications with the City to ensure that all MCEDA-Provided Infrastructure is constructed or installed in a quality and manner consistent with the City’s standards for such MCEDA-Provided Infrastructure and is compatible with the City-Provided Infrastructure and the City’s existing water and wastewater systems. The City will have the opportunity to review such plans and specifications for the MCEDA-Provided Infrastructure prior to finalizing the same, to the extent required under Applicable Law. The City will complete its review within fourteen (14) calendar days of receipt any such MCEDA-Provided Infrastructure plans and specifications. If additional time is needed to complete the City’s review, the City will provide notice to MCEDA and ADS before the expiration of the 14-day review period and request an extension of time to complete its review. Any such notice will explain the City’s reason for the delay, propose a reasonable extension of time to complete the City’s review, and explain if the extension will affect the commencement of Provider Services. Any extension request is subject to ADS’s consent, not to be unreasonably withheld, and will be for a period no longer than fourteen (14) days.

(B) If the City denies or rejects such plans and specifications for the MCEDA-Provided Infrastructure, the Parties will negotiate in good faith for a period not to exceed fourteen (14) calendar days to (i) modify the engineering and design plans and specifications for the MCEDA-Provided Infrastructure to meet the City’s requirements and/or (ii) modify the operational dates contained in Exhibits 1-3. If the Parties are unable to agree to such modifications within fourteen (14) calendar days of commencing negotiations, the City’s rejection of the engineering and design plans for the MCEDA-Provided Infrastructure will be deemed an Event of Default, unless the City provides Substitute Provider Services to ADS to the extent allowed by Applicable Law.

(ii) *City-Provided Infrastructure.* In addition to the City’s other obligations set forth in this *ARTICLE 1*, the City will design, engineer, construct, install, and undertake all work necessary to deliver the City-Provided Infrastructure in accordance with attached Exhibit 3, the Service Specifications, MDEQ Guidance for the Design of Publicly Owned Wastewater Facilities, MDEQ regulations for groundwater withdrawal permits, FAA regulations governing

height of water towers, MSDH Minimum Design Criteria For Mississippi Public Water Systems, Good Utility Practice, and Applicable Law.

**(b) Water System Contingencies.** The Parties hereby acknowledge and agree that the obligations of MCEDA and the City to construct, install and complete those water wells and associated water tanks described in Exhibits 1-3 on or before their respective completion dates specified in such exhibits are conditioned on and subject to the following contingencies with respect to each such water well and associated water tank:

(i) the successful acquisition by the City or MCEDA, as applicable, of the requisite property or interest therein (*e.g.*, an easement) upon which to construct, install and complete each such water well and associated water tank;

(ii) issuance by the MDEQ of a Ground Water Withdrawal Permit for each such water well; and

(iii) for each proposed permanent water well, the prior successful completion of a test well by the City or MCEDA, as applicable, that demonstrates sufficient availability of water quality and quantity.

The City or MCEDA, as applicable, will use its best efforts to secure as promptly as possible any property (or the requisite interests therein) and permits required by it to perform its obligations with respect to such water wells and tanks described in Exhibits 1-3; provided that, to the extent that such property or the requisite interests therein cannot be procured, a permit cannot be obtained and/or a test well fails to demonstrate sufficient availability of water quality and quantity with respect to any proposed well location, an alternative well location may be required and the respective completion of such water well and any associated tank at the alternative location(s) may be delayed beyond the respective date(s) specified in such Exhibits 1-3. If alternative wells or tank locations are required for the City or MCEDA to perform its obligations with respect to such water wells and tanks described in Exhibits 1-3, the Parties will negotiate in good faith regarding the locations of such alternative wells and tanks and modification of the operational dates contained in Exhibits 1-3. If the Parties are unable to agree to such modifications within fourteen (14) calendar days of commencing negotiations or if the City or MCEDA is unable to secure alternative wells or tank locations for the City or MCEDA to perform its obligations with respect to such water wells and tanks described in Exhibits 1-3, the City's or MCEDA's failure to comply with this provision will be deemed an Event of Default, unless the City provides ADS with Substitute Provider Services for the services associated with the water wells and tanks described in Exhibits 1-3.

**(c) Wastewater and Sewer System Contingencies.** Wastewater generated by the Project will be discharged into the City's proposed gravity sewer main to be conveyed to the interceptor system operated by the City of Jackson, an interim third-party receiver or manager or as may otherwise be ordered by a court of competent jurisdiction (the "**Jackson Treatment System**"). The City, acting through MCEDA, will provide the MCEDA-Provided Infrastructure to accommodate normal and peak wastewater flow rates as identified in Exhibit 5. ADS will be responsible for releasing the wastewater discharge at a rate that complies with the Jackson Treatment System's rate of acceptance.

**(d) Property Rights and Permits.** Subject to Section 1.1(f), MCEDA and/or the City will obtain all property rights, easements, permits, approvals, and operating rights necessary to construct and install the MCEDA-Provided Infrastructure. The City will additionally obtain all property rights, easements, permits, approvals, and operating rights necessary for the City to construct and install the

City-Provided Infrastructure. If MCEDA or the City is unable to purchase or otherwise obtain such property rights and easements from property owners (other than ADS or its Affiliates), then the Parties will work jointly to acquire, or cause to be acquired, the property rights and easements through use of MCEDA's and/or the City's powers of condemnation granted by Applicable Law. Consistent with Applicable Law, the City and MCEDA will assist one another to the extent necessary in promptly and diligently pursuing the acquisition of such property rights and easements. ADS will: (i) provide MCEDA, the City and their respective employees, engineers, contractors, agents and other representatives access to any property owned by ADS for purposes of carrying out their respective obligations under this *ARTICLE 1*, as applicable, upon written notice from the City or MCEDA at least two (2) business days in advance; and (ii) grant to MCEDA or the City, as applicable, any necessary easements, licenses, or other rights-of-way upon or for access to property owned by ADS that are reasonably required for Infrastructure installation at no cost to MCEDA or the City, provided, however, that in no event will such easements, licenses or rights-of-way materially interfere with ADS's use of its property. To the extent that any employee or agent of the City or MCEDA, as applicable, must enter upon any portion of property owned by ADS for the purpose of installing and locating any applicable portions of the Infrastructure, or for any other permitted reason, (i) the City and/or MCEDA will procure and maintain, and will cause any agent thereof to procure and maintain, customary liability insurance, which will designate ADS as an additional insured, and (ii) the City and/or MCEDA will, to the extent permitted by Applicable Law, indemnify ADS for any losses incurred by ADS as a result of the City's or MCEDA's employee's or agent's negligence or willful misconduct arising from such employee's or agent's entry upon such property owned by or under the control of ADS.

**(e) *Reporting and Inspection.***

(i) *MCEDA-Provided Infrastructure.* Beginning on the 30th day following the Effective Date and continuing each month through completion of construction and installation of the Infrastructure, MCEDA will provide ADS and the City a written report (the "**MCEDA Monthly Report**") on MCEDA's permitting, construction, and installation progress in the form shown in Exhibit 4. ADS and the City may comment on the MCEDA Monthly Report, inspect progress during construction and installation, and monitor and test for compliance with design and service specifications. MCEDA will, upon ADS's request, respond to any comments by ADS on the MCEDA Monthly Report or supplement the MCEDA Monthly Report within ten (10) business days of ADS's request. ADS's review, comment, inspection, testing, or monitoring of the construction and installation of the Infrastructure, or ADS's failure to review, comment, inspect, test, or monitor the work, will not in any way (i) relieve or release MCEDA from any of its obligations arising under this Agreement, or (ii) subject ADS to any liability with respect to such matter. MCEDA, jointly with the City, will have final approval of design, permitting and final construction acceptance of the MCEDA-Provided Infrastructure. Upon request by ADS, MCEDA or the City, as applicable, will provide ADS and its employees and agents physical access to any portion of property owned by or under the control of MCEDA or the City as is necessary or desirable by ADS for its inspection of such construction and installation progress. To the extent that any ADS employee or agent must enter upon any portion of property owned by or under the control of MCEDA or the City for the purpose of inspecting the construction and installation progress of any Infrastructure, or for any other permitted reason, (i) ADS will procure and maintain, and will cause any agent thereof to procure and maintain, customary liability insurance, which will designate MCEDA or the City, as applicable, as an additional insured, and (ii) ADS will, to the extent permitted by Applicable Law, indemnify MCEDA or the City, as applicable, for any losses incurred by MCEDA or the City, as applicable, as a result of ADS's employee's or agent's negligence or willful misconduct

arising from such employee's or agent's entry upon such property owned by or under the control of MCEDA or the City.

(ii) **City-Provided Infrastructure.** Beginning on the 30th day following the Effective Date and continuing each month through completion of construction and installation of the City-Provided Infrastructure, the City will provide ADS a written report (the **"City Monthly Report"**) on the City's permitting and construction and installation progress in substantially the same form prescribed for MCEDA in Exhibit 4. ADS may comment on the City Monthly Report, inspect progress during construction and installation, and monitor and test for compliance with design and service specifications. The City will, upon ADS's request, respond to any comments by ADS on the City Monthly Report or supplement the City Monthly Report. ADS's review, comment, inspection, testing, or monitoring of the construction and installation of the City-Provided Infrastructure, or ADS's failure to review, comment, inspect, test, or monitor the work, will not in any way (i) relieve or release the City from any of its obligations arising under this Agreement, or (ii) subject ADS to any liability with respect to such matter. The City will have final approval of design, permitting and final construction acceptance. Upon request by ADS, the City will provide ADS and its employees and agents physical access necessary for inspection of construction and installation progress. To the extent that any ADS employee or agent must enter upon any portion of property owned by or under the control of the City for the purpose of inspecting the construction and installation progress of any City-Provided Infrastructure, or for any other permitted reason, (i) ADS will procure and maintain, and will cause any agent thereof to procure and maintain, customary liability insurance, which will designate the City as an additional insured, and (ii) ADS will, to the extent permitted by Applicable Law, indemnify the City for any losses incurred by the City, as a result of ADS's employee's or agent's negligence and/or willful acts or omissions arising from such employee's or agent's entry upon such property owned by or under the control of the City.

**(f) Financial Responsibility for Infrastructure.**

(i) **MCEDA-Funded Infrastructure.**

(A) Subject to the provision of the Local Public Infrastructure Funds by the MMEIA to MCEDA in accordance with Applicable Law, MCEDA will use up to Seven Million Five Hundred Fifty Thousand Dollars (\$7,550,000.00) (the **"MCEDA-Funded Infrastructure Cost Budget"**) of the Local Public Infrastructure Funds to pay all of the costs of designing, engineering, constructing, installing, and undertaking all work necessary to deliver the MCEDA-Funded Infrastructure. MCEDA will not exceed the MCEDA-Funded Infrastructure Cost Budget without prior written authorization from ADS.

(B) If MCEDA determines that its total costs for the MCEDA-Funded Infrastructure will exceed the MCEDA-Funded Infrastructure Cost Budget, MCEDA will notify ADS in writing and the Parties will negotiate in good faith to mitigate and/or reduce costs related to the MCEDA-Funded Infrastructure to the extent reasonably possible. ADS has no obligation to reduce or modify the Infrastructure Design Specifications for the MCEDA-Funded Infrastructure in any way that will materially impact the design, construction or operation of the Project. Subject to the foregoing, ADS will be solely responsible for paying or reimbursing MCEDA for any and all actual and undisputed costs of MCEDA-Funded Infrastructure that collectively

exceed the MCEDA-Funded Infrastructure Cost Budget. Any and all actual and undisputed costs of MCEDA-Funded Infrastructure that collectively exceed the MCEDA-Funded Infrastructure Cost Budget will be billed by MCEDA to ADS in accordance with Section 1.1(f)(ii)(C) below.

(C) If a Funding Delay will delay, impede, or forestall MCEDA's ability to perform its obligations under this Agreement with respect to any MCEDA-Funded Infrastructure, MCEDA will notify ADS in writing within ten (10) days of such Funding Delay, and the Parties will negotiate in good faith to (i) mitigate and/or reduce costs related to MCEDA-Funded Infrastructure to the extent reasonably possible, (ii) modify the MCEDA-Funded Infrastructure Cost Budget, and/or (iii) modify the operational dates contained in Exhibit 1. If the Parties are unable to agree to such mitigation and modification measures within fourteen (14) calendar days of commencing negotiations, such Funding Delay will be deemed an Event of Default, unless the City provides Substitute Provider Services to ADS to the extent allowed by Applicable Law.

(D) To the extent that ADS desires to make any changes of any kind to the Infrastructure Design Specifications for the MCEDA-Funded Infrastructure (an "**ADS Design Change**"), ADS will notify MCEDA and the City in writing of such requested change. In the event that the ADS Design Change is reasonably expected to increase the total cost of the MCEDA-Funded Infrastructure in excess of the MCEDA-Funded Infrastructure Cost Budget, MCEDA will promptly notify ADS of such anticipated cost increase. Upon receipt of such notification, ADS will have fourteen (14) days to approve or deny the cost increase and direct MCEDA whether to undertake the proposed change. If ADS fails to approve or deny the cost increase within such period, such increase will be deemed by MCEDA to have been denied by ADS. If ADS approves an ADS Design Change, ADS will be solely responsible for paying or reimbursing MCEDA for any and all actual and undisputed cost increases in excess of the MCEDA-Funded Infrastructure Cost Budget. Actual and undisputed costs for any ADS Design Changes exceeding the MCEDA-Funded Infrastructure Cost Budget will be billed to and paid by ADS in accordance with the ADS Invoicing and Payment Process.

(ii) *Company-Funded Infrastructure.*

(A) ADS will provide MCEDA the sum of up to Thirty-Three Million Seven Hundred Thousand Dollars (\$33,700,000.00) (the "**Company Funds**") for the purposes of paying all of the costs of designing, engineering, constructing, installing, and undertaking all work necessary to deliver the Company-Funded Infrastructure (the "**Company-Funded Infrastructure Cost Budget**").

(B) Within thirty (30) days following Effective Date, MCEDA will deliver to ADS a schedule of estimated monthly disbursements (or reimbursements to MCEDA) of the Company Funds to pay for the Company-Funded Infrastructure. The schedule will show, by month, the amount of Company Funds anticipated to be needed by MCEDA from ADS to pay the costs of the Company-Funded Infrastructure; provided that, to the extent necessary to timely pay for the Company-Funded Infrastructure, MCEDA may request that ADS modify the monthly disbursement schedule from time to time as the engineering, design, construction, and installation

of Company-Funded Infrastructure proceeds upon thirty (30) days written notice to ADS of any such schedule modification. ADS will have fourteen (14) days to approve or deny MCEDA's requested modification to the applicable monthly disbursement schedule. If ADS denies or rejects MCEDA's request to modify the applicable monthly disbursement schedule, the Parties will negotiate in good faith to modify the applicable monthly disbursement schedule as needed. If the Parties are unable to agree to such modifications within fourteen (14) calendar days of commencing negotiations, MCEDA's requested modification will be deemed to have been denied by ADS.

(C) All actual and undisputed costs of the Company-Funded Infrastructure will be invoiced by MCEDA to, and paid by, ADS pursuant to the ADS Invoicing and Payment Process.

(D) If MCEDA determines that the total costs for the Company-Funded Infrastructure will exceed the Company-Funded Infrastructure Cost Budget, MCEDA will notify ADS in writing, and the Parties will negotiate in good faith to mitigate and/or reduce costs related to the Company-Funded Infrastructure to the extent reasonably possible. ADS has no obligation to reduce or modify the Infrastructure Design Specifications for the Company-Funded Infrastructure in any way that will materially impact the design, construction or operation of the Project. Subject to the foregoing, ADS will be solely responsible for paying or reimbursing MCEDA for any and all actual and undisputed costs of Company-Funded Infrastructure that collectively exceed the Company-Funded Infrastructure Cost Budget.

(E) To the extent that ADS desires to make any changes of any kind to the Infrastructure Design Specifications for the Company-Funded Infrastructure, ADS will notify MCEDA in writing of such requested change, and MCEDA will consult with the City and engineers and contractors procured by MCEDA to perform the design, engineering, construction and installation of the Company-Funded Infrastructure. In the event that such City officials, engineers or contractors determine that the requested design change is reasonably expected to result in any increase in the cost of the Company-Funded Infrastructure in excess of the Company-Funded Infrastructure Cost Budget, MCEDA will promptly notify ADS of such anticipated cost increase and ADS will have fourteen (14) days to direct MCEDA to either refrain from undertaking such design change or to proceed with such design change so as to include it within the scope of the work for the Company-Funded Infrastructure, as applicable, in which later instance ADS will be solely responsible for the actual and undisputed costs of such improvements to be made with the Company Funds that collectively exceed the amount of the Company-Funded Infrastructure Cost Budget, which amounts shall be invoiced to, and paid by, ADS pursuant to the ADS Invoicing and Payment Process.

(iii) *City-Provided Infrastructure.*

(A) The City will use up to Twelve Million Four Hundred Fifty-Six Thousand Three Hundred Thirty-Four Dollars (\$12,456,334.00) of its own funds and/or funds otherwise provided by any person or entity other than MCEDA or ADS (the "**City Funds**") to pay all of the costs of designing, engineering, constructing, installing, and undertaking all work necessary to deliver the City-Provided

Infrastructure in accordance with this Agreement, which dollar amount is the current maximum estimated total cost thereof (the **"City-Provided Infrastructure Cost Budget"**).

(B) If the City determines that its total costs for the City-Provided Infrastructure will exceed the City-Provided Infrastructure Cost Budget, the City will notify ADS in writing and the Parties will negotiate in good faith to mitigate and/or reduce costs to the extent reasonably possible. ADS has no obligation to reduce or modify the Infrastructure Design Specifications for the City-Provided Infrastructure in any way that will materially impact the design, construction or operation of the Project. Subject to the foregoing, ADS will be solely responsible for paying or reimbursing the City for any and all actual and undisputed costs of the City-Provided Infrastructure that collectively exceed the City-Provided Infrastructure Cost Budget, which amounts shall be invoiced to, and paid by, ADS pursuant to the ADS Invoicing and Payment Process.

**1.2 Turnover and Acceptance.** Within thirty (30) days following the completion of construction of the MCEDA-Provided Infrastructure, other than MCEDA-Provided Infrastructure completed pursuant to a Construction Step-In Event, after final inspection and acceptance by the City, MCEDA will turn over, assign, and convey to the City free and clear of any liens or encumbrances, and the City will accept, all real and personal property interests related to such Infrastructure including, but not limited to, documents identifying and/or confirming interests in real property, warranties of fitness and other performance guarantees provided by third parties to the City relating to all facilities, equipment and other property received by MCEDA, copies of any government approvals, and as-built drawings with respect to such Infrastructure. MCEDA will cooperate to transfer to the City (i) any governmental approvals held by MCEDA that, under Applicable Law, must be held by the City in order for the City to own or operate such Infrastructure at issue, and (ii) any warranty provided by contractors hired by MCEDA to complete the MCEDA-Provided Infrastructure being accepted by the City. Turnover and acceptance may be accomplished in part (*i.e.*, upon completion of portions of the MCEDA-Provided Infrastructure), rather than for all the MCEDA-Provided Infrastructure at one time. Upon the City's acceptance of all the real and personal property interests related to such MCEDA-Provided Infrastructure, such MCEDA-Provided Infrastructure will be subject to Section 1.4.

**1.3 Construction Step-In Events for MCEDA-Provided Infrastructure.**

(a) **Occurrence of a Construction Step-In Event.** If ADS reasonably believes and has sufficiently demonstrated that any component of the MCEDA-Provided Infrastructure will not be completed by MCEDA by the applicable Delivery Date as extended upon the occurrence of, and for the duration of, a Force Majeure Event, then ADS will give MCEDA written notice, which includes ADS's concerns, and, within thirty (30) days of such notice, MCEDA will provide, for ADS's approval, a detailed plan for timely completion of the MCEDA-Provided Infrastructure (a **"Recovery Plan"**). If MCEDA fails to provide a Recovery Plan to ADS that reasonably addresses the concerns identified in the abovementioned ADS notice within thirty (30) days of ADS's request, or fails to comply with a Recovery Plan that has been approved by ADS, to such an extent that ADS reasonably believes there will be a delay of more than fourteen (14) days to the applicable Delivery Date as extended upon the occurrence of, and for the duration of, a Force Majeure Event (or such other date as may have been included in the approved Recovery Plan, as extended upon the occurrence of, and for the duration of, a Force Majeure Event), then, upon written notice to MCEDA, and to the extent allowed under Applicable Law, ADS may take over construction of the specified component of the MCEDA-Provided Infrastructure using all or any portion of the contractors hired by MCEDA, or other contractors selected by ADS (a **"Construction Step-In Event"**). If ADS elects to complete the MCEDA-Provided

Infrastructure construction using all or any portion of MCEDA's contractors, MCEDA will facilitate a prompt assignment of all relevant contracts held by MCEDA, except to the extent otherwise stated in writing by ADS, to ADS, or another entity as directed by ADS, and take such other actions that may reasonably be required for the orderly and efficient transition of the work prescribed by such contracts. If a Construction Step-In Event occurs, the City will retain all rights of inspection, approval, and acceptance of the MCEDA-Provided Infrastructure in accordance with this Agreement. All such work performed by ADS with respect to a Construction Step-In Event will be performed in accordance with MDEQ Guidance for the Design of Publicly Owned Wastewater Facilities, MDEQ regulations for groundwater withdrawal permits, FAA regulations governing height of water towers, MSDH Minimum Design Criteria For Mississippi Public Water Systems, Applicable Law, and Good Utility Practice.

**(b) Work Following Construction Step-In Event.** Upon receipt of ADS's notice of a Construction Step-In Event, MCEDA will cease all work related to construction of the MCEDA-Provided Infrastructure subject to such Construction Step-In Event, terminate all contracts that can be terminated unilaterally by MCEDA, except those to be assigned to ADS or another entity as directed by ADS, and, to the extent permitted by Applicable Law, ADS will have unrestricted access to the parts of the MCEDA-Provided Infrastructure subject to such Construction Step-In Event that have been completed by MCEDA to that point. MCEDA will exercise all reasonable efforts to obtain any materials MCEDA has paid for prior to the Construction Step-In Event, together with any manuals (including as-built drawings). To the extent that any contractor employed or otherwise engaged or directed by ADS must enter upon any portion of property owned by MCEDA or the City for the purpose of installing and locating any applicable portions of the MCEDA-Provided Infrastructure, or for any other permitted reason, (i) ADS will require each such contractor thereof to procure and maintain customary liability insurance, which will designate MCEDA and the City as an additional insureds, and (ii) ADS will indemnify MCEDA and the City for any losses incurred by MCEDA or the City as a result of such contractor's negligence and/or willful misconduct arising from such contractor's entry upon such property owned by MCEDA or the City to the extent permitted by Applicable Law.

**(c) Reasonable Assistance.** Upon receipt of ADS's notice of a Construction Step-In Event, MCEDA will provide reasonable assistance to ADS, consistent with the assistance it would provide to its own contractors and agents.

**(d) Property Rights and Permits.** At ADS's request, MCEDA, the City or their respective designees will use commercially reasonable efforts to obtain all property rights, easements, permits, approvals, and operating rights necessary for ADS to construct the MCEDA-Provided Infrastructure subject to a Construction Step-In Event. ADS, the City and MCEDA will reasonably assist one another in acquiring the necessary property rights, easements, permits, approvals, and operating rights.

**(e) Acceptance Testing.** Within ten (10) business days following ADS's written notice to MCEDA and the City of its completion of construction of the MCEDA-Provided Infrastructure subject to a Construction Step-In Event: (i) MCEDA will cause such MCEDA-Provided Infrastructure to be inspected by an independent engineer selected by MCEDA, and reasonably accepted by ADS, and tested for meeting the Infrastructure Design Specifications, and (ii) the City reserves the right to inspect and approve such MCEDA-Provided Infrastructure, to the extent required by Applicable Law.

**(f) Financial Responsibility for MCEDA-Provided Infrastructure Following Construction Step-In Event.**

(i) Following the invocation of a Construction Step-In Event by ADS, financial responsibility for completing MCEDA-Provided Infrastructure will be governed by Section 1.1(f)(i). To the extent allowed under Applicable Law, MCEDA will use reasonable efforts to

assist ADS in ensuring that Local Public Infrastructure Funds are procured for designing, engineering, constructing, installing, and undertaking all work necessary to complete the MCEDA-Funded Infrastructure as requested by ADS. Any costs arising from the unilateral termination by MCEDA of any construction contracts for any MCEDA-Funded Infrastructure pursuant to Section 1.3(b) will be paid from Local Public Infrastructure Funds before such funds are utilized to pay the costs of any MCEDA-Funded Infrastructure subject to a Construction Step-In Event.

(ii) Following the invocation of a Construction Step-In Event by ADS, financial responsibility for completing the Company-Funded Infrastructure will be governed by Section 1.1(f)(ii). Any costs arising from the unilateral termination by MCEDA of any construction contracts for any Company-Funded Infrastructure pursuant to Section 1.3(b), will be paid from Company Funds before such funds are utilized to pay the costs of any Company-Funded Infrastructure subject to a Construction Step-In Event. Any costs paid directly by ADS for any Company-Funded Infrastructure subject to a Construction Step-In Event will reduce, on a dollar-for-dollar basis, the amount of Company Funds otherwise payable to MCEDA pursuant to Section 1.1(f)(ii)(A).

**(g) Turnover and Acceptance of MCEDA-Provided Infrastructure Completed Pursuant to a Construction Step-In Event.** Within thirty (30) days following the completion of construction of the MCEDA-Provided Infrastructure subject to a Construction Step-In Event, and after the City's final inspection and acceptance, MCEDA and ADS will turn over, assign, and convey to the City free and clear of liens and encumbrances, and the City will accept, all real and personal property interests related to such MCEDA-Provided Infrastructure including, but not limited to, documents identifying and/or confirming interests in real property, warranties of fitness and other performance guarantees provided by third parties to the City relating to all facilities, equipment and other property received by MCEDA and/or ADS, copies of any government approvals, and as-built drawings with respect to such MCEDA-Provided Infrastructure. MCEDA and ADS will cooperate to transfer to the City (i) any governmental approvals held by MCEDA or ADS that, under Applicable Law, must be held by the City in order for the City to own or operate the MCEDA-Provided Infrastructure at issue, and (ii) any warranty provided by contractors hired by ADS to complete the MCEDA-Provided Infrastructure being accepted by the City. Turnover and acceptance may be accomplished in part (*i.e.*, upon completion of portions of the MCEDA-Provided Infrastructure), rather than for all the MCEDA-Provided Infrastructure at one time. MCEDA will provide a complete accounting of the expenses incurred and paid for the design and construction of the MCEDA-Provided Infrastructure for the City's accounting purposes. Upon the City's acceptance of all the real and personal property interests related to such MCEDA-Provided Infrastructure, such MCEDA-Provided Infrastructure will be subject to Section 1.4.

**1.4 City Operation, Maintenance, and Repair Obligations.** Once (a) the MCEDA-Provided Infrastructure is designed, engineered, constructed and installed by MCEDA, and thereafter conveyed or otherwise transferred by MCEDA to the City pursuant to Section 1.2 or Section 1.3(g), and (b) the City-Provided Infrastructure is designed, engineered, constructed and installed by the City, the City will thereafter operate, maintain and repair, as necessary, the Infrastructure and those portions of the Water System and the Wastewater and Sewer System, which directly or indirectly serve the Project, in a manner consistent with MDEQ Guidance for the Design of Publicly Owned Wastewater Facilities, MDEQ regulations for groundwater withdrawal permits, FAA regulations governing height of water towers, MSDH Minimum Design Criteria For Mississippi Public Water Systems, and Good Utility Practice, in accordance with all Applicable Law, and in all respects sufficient to keep the same in normal, reliable and continuous commercial operation. The City is solely responsible for all operational, maintenance, and repair costs upon (i) completion and turnover of any

Infrastructure by MCEDA and/or ADS, as applicable, pursuant to Section 1.2 or Section 1.3(g), and (ii) completion of the City-Provided Infrastructure by the City.

**1.5 Latecomer Connection Charge.** In consideration of the substantial investment by ADS in the Company-Funded Infrastructure, if the City receives a request from any other Water System customer with a minimum projected peak water usage of 300,000 gallons per day (a “**Latecomer**”) after the Effective Date to connect to any Company-Funded Infrastructure paid for by Company Funds, the City will provide written notice of such request to ADS prior to granting any City approval for said Latecomer. For twenty (20) years after the execution of this Agreement, the City will impose a connection charge on any and all Latecomers that connect to any Company-Funded Infrastructure (a “**Latecomer Connection Charge**”) prior to allowing the Latecomer to connect to any Company-Funded Infrastructure, to the extent permitted under Applicable Law.

**(a) Exceptions to the Latecomer Connection Charge.** If the water service capacity of the Water System is expanded by the City (*i.e.*, new facilities, equipment, water wells, or water tanks are built) at no cost to ADS by the incremental amount of a new Water System customer’s water usage demand, the new Water System customer will not be considered a Latecomer or subject to the Latecomer Connection Charge as long as the new Water System customer’s actual water usage does not exceed the volume of such new, incremental Water System capacity. A new Water System customer who funds an expansion in the capacity of the Water System equal to or greater than its projected water usage, at no cost to ADS, will not be considered a Latecomer or subject to the Latecomer Connection Charge, to the extent such Water System customer’s actual water usage does not exceed the volume of the new, incremental Water System capacity funded by the new Water System customer.

**(b) Payment of Latecomer Connection Charge.** The City will pay to ADS the full amount of any and all Latecomer Connection Charges collected pursuant to this Section within thirty (30) days of receipt of funds from the Latecomer.

**(c) Applicability to MCEDA-Funded Infrastructure and City-Provided Infrastructure.** The Latecomer Connection Charge will also apply to any Latecomer that connects to MCEDA-Funded Infrastructure or City-Provided Infrastructure in proportion to any funds that ADS provides to MCEDA or the City, at the request thereof, in excess of the Company Funds, to pay for any MCEDA-Provided Infrastructure or any City-Provided Infrastructure in excess of the MCEDA-Provided Infrastructure Cost Budget or the City-Provided Infrastructure Cost Budget, respectively, and such excess cost payment by ADS is material (*i.e.*, the excess cost paid by ADS is equal to or greater than ten percent (10%) of the MCEDA-Provided Infrastructure Cost Budget with respect to any cost overage for any MCEDA-Provided Infrastructure or ten percent (10%) of the City-Provided Infrastructure Cost Budget with respect to any cost overage for any City-Provided Infrastructure, as applicable).

**(d) Applicability after Termination.** If ADS terminates this Agreement due to an Event of Default by the City or MCEDA, Section 1.5 will continue to apply to any Latecomer that connects to the Company-Funded Infrastructure after the ADS Termination Date for a period of twenty (20) years.

## **ARTICLE 2 – TERM, EFFECTIVE DATE, TERMINATION**

### **2.1 Term.**

**(a) Initial Term.** This Agreement will take effect on the Effective Date and will remain in effect for twenty-five (25) years (the “**Initial Term**”).

(b) **Renewal Terms.** Upon the expiration of the Initial Term or a Renewal Term (defined below), this Agreement will automatically renew by its own terms for up to three additional and consecutive five year terms (each a “**Renewal Term**”, and together with the Initial Term, the “**Term**”) unless ADS provides written notice to the City at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term that it does not intend to renew the Agreement. Nothing in this Section 2.1(b) will be construed as limiting any Party’s rights to terminate this Agreement in accordance with Section 2.2, below, or as limiting any Party’s rights to suspend performance of its obligations under this Agreement upon the occurrence of an Event of Default consistent with *ARTICLE 6*, below.

## **2.2 Termination.**

(a) **Termination by ADS During Design, Engineering, Construction, and/or Installation.** ADS may terminate this Agreement during design, engineering, construction, and/or installation of the Infrastructure by providing written notice to MCEDA and the City at least ninety (90) days prior to the date of such termination (“**ADS Termination Date**”). The ADS Termination Date will fall on the last day of a month. Upon receipt of a termination notice from ADS, MCEDA or the City, as applicable, will not enter into any contracts for the design, engineering, construction, and/or installation of any new MCEDA-Provided Infrastructure or City-Provided Infrastructure not already under construction.

(i) **Determination of Costs to Complete Construction After ADS Termination Date.** Within fourteen (14) days of the ADS Termination Date, the Parties will convene to (A) determine and agree to the costs of completing any MCEDA-Provided Infrastructure and City-Provided Infrastructure currently under construction, (B) negotiate in good faith to mitigate and/or reduce costs to complete the MCEDA-Provided Infrastructure and City-Provided Infrastructure currently under construction to the extent reasonably possible, and (C) establish a schedule for completing any MCEDA-Provided Infrastructure and City-Provided Infrastructure currently under construction.

(ii) **ADS Responsibility for Costs Before ADS Termination Date.** If ADS terminates this Agreement pursuant to Section 2.2(a), then ADS’s sole liability and the exclusive remedy of MCEDA and/or the City is payment or reimbursement to (A) MCEDA for all actual and undisputed costs incurred by MCEDA thereby to date for the design, engineering, construction, and/or installation of the MCEDA-Provided Infrastructure as of the ADS Termination Date, and (B) the City for all actual and undisputed costs incurred by the City thereby to date for the design, engineering, construction, and/or installation of the City-Provided Infrastructure, as of the ADS Termination Date. Invoices seeking reimbursement of actual and undisputed costs incurred before the ADS Termination Date must be submitted no later than sixty (60) days after the ADS Termination Date or otherwise within thirty (30) days following receipt by MCEDA or the City from the contractor or vendor of the invoice(s) for the work performed thereby or materials or equipment procured therefrom. Invoices for MCEDA-Provided Infrastructure or City-Provided Infrastructure will not include the costs of any work performed or materials or equipment purchased more than ninety (90) days following the respective Delivery Date for such MCEDA-Provided Infrastructure or City-Provided Infrastructure, as such Delivery Date may have previously been extended by mutual agreement of the Parties, or such later date mutually agreed upon by the Parties. Invoices seeking reimbursement of costs related to Company-Funded Infrastructure incurred up through the ADS Termination Date will not include costs already submitted to ADS by MCEDA in the manner prescribed by the ADS Invoicing and Payment Process.

(iii) **ADS Responsibility for Costs After ADS Termination Date.** If ADS terminates this Agreement pursuant to this Section 2.2(a), then ADS will be liable for the costs of completing any MCEDA-Provided Infrastructure and City-Provided Infrastructure under construction as of the ADS Termination Date, as agreed to by the Parties under Section 2.2(a)(i).

(A) In no event will ADS's liability to reimburse MCEDA for the actual and undisputed costs incurred by MCEDA under this Section 2.2(a)(iii) exceed: (1) the MCEDA-Funded Infrastructure Cost Budget for the MCEDA-Funded Infrastructure, or (2) the Company-Funded Infrastructure Cost Budget for the Company-Funded Infrastructure, except to the extent and up to the incremental amounts of any increases thereto already approved by ADS. MCEDA will provide ADS with invoices for the actual and undisputed costs for which it seeks payment or reimbursement consistent with the ADS Invoicing and Payment Process, identifying such costs as related to either MCEDA-Funded Infrastructure or Company-Funded Infrastructure, as applicable.

(B) In no event will ADS's liability to reimburse the City for the actual and undisputed costs incurred by the City under this Section 2.2(a)(iii) exceed the City-Provided Infrastructure Cost Budget, except to the extent and up to the incremental amounts of any increases thereto already approved by ADS. The City will provide ADS with invoices for the actual and undisputed costs for which it seeks payment or reimbursement consistent with the ADS Invoicing and Payment Process.

(iv) **MCEDA Responsibility for Costs After Termination by ADS.** In the event of any such termination by ADS pursuant to this Section 2.2(a), MCEDA will, after first using the amounts paid by ADS to MCEDA pursuant to Section 2.2(a)(1)(A) to pay or reimburse MCEDA for any actual and undisputed costs incurred by MCEDA as of the ADS Termination Date and all actual and undisputed costs to complete such portions of the MCEDA-Provided Infrastructure as is necessary to operate such MCEDA-Provided Infrastructure already under construction, use any other amounts paid by ADS to MCEDA pursuant to Section 2.2(a)(1)(A) to repay to MMEIA the Local Public Infrastructure Funds previously remitted by the MMEIA to MCEDA in accordance with the PCA.

**(b) Termination by ADS After Provider Services Begin.** ADS may terminate this Agreement at any time and for any reason by providing written notice to MCEDA and the City at least ninety (90) days prior to the date of such termination. If ADS terminates this Agreement pursuant to this Section 2.2(b), or for any other reason after the City has commenced providing any Provider Services to ADS, then ADS's sole liability, and the City's exclusive remedy, is payment for any Provider Services provided under this Agreement as of the date of such termination and actual, undisputed, and un-mitigated costs of ceasing operations and preparing the Infrastructure for non-use (*e.g.*, all decommissioning costs, including but not limited to the demolition and removal of such Infrastructure only to the extent such demolition and removal is prescribed by MDEQ Guidance for the Design of Publicly Owned Wastewater Facilities, MSDH Minimum Design Criteria For Mississippi Public Water Systems, Applicable Law, and/or Good Utility Practice).

**(c) Termination by the City.** The City may terminate this Agreement by providing written notice to ADS at least ninety (90) days prior to the date of such termination only if (i) the Project permanently ceases all of its data center operations for more than twelve (12) consecutive

months and at least three (3) years have passed since the Effective Date, and (ii) the City has paid to MCEDA and/or ADS, as applicable, all amounts due and owing under this Agreement, if any.

### **ARTICLE 3 – RATES AND PAYMENTS**

**3.1 ADS Obligation to Pay for Provider Services.** ADS will pay for the Provider Services in accordance with the rates contained in Table 2 of the Cover Sheet or as otherwise prescribed by the Agreement at the commencement of Provider Services. Rates may be modified pursuant to Applicable Law by the City. The City will make commercially reasonable efforts to give ADS written notice of any rate changes in advance of the rate change going into effect; provided that any failure by the City to provide such notice shall in no way invalidate or delay any rate change to the extent the rate change was adopted pursuant to Applicable Law. Nothing contained in this *ARTICLE 3* will invalidate, delay or limit in any way any rights that ADS may have under Applicable Law with respect to any rate change by the City for Provider Services.

**3.2 Monthly Billing of Provider Services.** The Parties' obligations with respect to billing, payments, disputes, and delinquencies for Provider Services will be governed by the Billing and Payment provisions contained in Table 2 of the Cover Sheet.

**3.3 Fair, Reasonable, and Non-Discriminatory Rates.** If the City modifies its rate structure or proposes any change in rates to ADS or ADS's customer class, the City will allocate all costs fairly and reasonably on a uniform and non-discriminatory basis to all customers based on the City's costs of providing service to each customer class.

**3.4 Measurement and Maintenance of Water Quantity.** As part of the Infrastructure, the City will install, own, operate, calibrate, and maintain one or more water meters to monitor the rate of water flow delivered to ADS at the point of delivery (each a "**Water Meter**"). Each Water Meter will be installed, operated and maintained in compliance with all applicable accuracy, precision, and calibration standards established by Good Utility Practice and Applicable Law. The City will read each Water Meter once each month to determine the amount of each Provider Service delivered to the Project within the preceding monthly billing cycle. The City will periodically test or replace the Water Meters for accuracy according to the manufacturer's recommendations. Results of such testing will be made available to ADS. Replacements must be coordinated with ADS prior the loss of service from any meter supplying water to ADS's facilities. ADS may also test any Water Meter at any reasonable time and at ADS's expense. The results of any Water Meter(s) test conducted by ADS will be made available to the City at no charge. A Water Meter accuracy measurement of 2% or better will be considered within calibration tolerance following the end of each calendar month. Charges for Provider Services will be based on the flow rate through the Water Meter. The City will grant access and permit ADS to install wireless sensors on each Water Meter, to collect water flow data or water quality data, that do not disrupt or otherwise interfere with the delivery of Provider Services.

**3.5 Measurement and Maintenance of Sewer Quantity.** As part of the Infrastructure, the City will install , own, operate, calibrate, and maintain one or more wastewater meters to monitor the rate of flow from ADS at the point of entry into the City's main sewer line (each a "**Wastewater Meter**"). Each Wastewater Meter will be installed, operated and maintained in compliance with all applicable accuracy, precision, and calibration standards established by Good Utility Practice and Applicable Law. The City will read each Wastewater Meter once each month to determine the amount of wastewater received from the Project within the preceding monthly billing cycle. The City will perform quarterly calibration of the ADS Wastewater Meters to ensure best accuracy. Results of such testing/calibration and monthly flow reports will be made available to ADS upon request. ADS may also test any Wastewater Meter at any reasonable time and at ADS's expense. The results of any Wastewater Meter(s) test conducted by ADS will be made available to the City at no charge. A Wastewater Meter accuracy measurement of 10% or better will be considered within calibration tolerance following the end of each calendar month. Charges for Provider Services will be based on the flow

rate through each Wastewater Meter. If a Wastewater Meter fails in any way, the City will estimate the wastewater flow through such Wastewater Meter based on the prior month's usage or a similar month's usage from a prior year, whichever is reasonably determined the City to be a more accurate estimate. In the event that any wastewater flow has to be estimated, the City will notify ADS and provide the basis of the decision.

**3.6 Failure to Provide Provider Services.** The City must provide notice to ADS at least ten (10) days in advance, or as soon as reasonably possible in the case of a Force Majeure Event (defined below), if Provider Services will be temporarily interrupted or curtailed for maintenance, repairs, or other purposes. If, for any reason other than a Force Majeure Event, the City fails to deliver the full amount of Provider Services to ADS for more than twenty-four (24) hours (or in the case of rolling or sequential outages that are each less than twenty-four (24) hours in duration, any cumulative outage of more than twenty-four (24) hours over a period of five (5) consecutive days), then the City will provide ADS Substitute Provider Services at the point of delivery to ADS to the extent allowed by Applicable Law. If the City does not so provide Substitute Provider Services to ADS at the point of delivery, to the extent allowed by Applicable Law, then without limitation to any and all other rights or remedies available to ADS arising under this Agreement, ADS may provide its own Substitute Provider Services and the City must cooperate to provide access, the extent permitted by Applicable Law, to Infrastructure as needed for ADS to utilize such Substitute Provider Services. Notwithstanding any other provision of this Agreement to the contrary, the City will have no obligation to deliver to ADS any Provider Services by the Delivery Date unless and until MCEDA first completes and transfers to the City pursuant to Section 1.2 (or ADS completes and transfers to the City pursuant to Section 1.3(g) in the event of a Construction Step-In Event) the MCEDA-Provided Infrastructure necessary for the City to deliver to ADS such Provider Services.

**3.7 Substitute Provider Services.** As specified in this Agreement, the City may use alternative means to provide ADS with Provider Services ("**Substitute Provider Services**").

**(a) Identifying Substitute Provider Services.** Within ninety (90) days of the Effective Date, the City will submit to ADS a memorandum describing with reasonable specificity (1) the options available to the City for providing Substitute Provider Services to ADS, (2) how long it would take for the City to provide ADS with any applicable Substitute Provider Service, and (3) the estimated costs associated with providing any applicable Substitute Provider Service to ADS.

**(b) Utilizing Substitute Provider Services.** If the City opts to utilize Substitute Provider Services to fulfill its obligations to ADS under this Agreement, the City will provide written notice to ADS at least two (2) business days before Substitute Provider Services are to commence that describes (1) the expected duration of Substitute Provider Services and (2) a recommendation of the Substitute Provider Service it intends to utilize. ADS may elect to receive any or none of the Substitute Provider Services identified in Section 3.7(a) and will notify the City in writing of such election and authorize the City to incur the actual costs necessary to provide such Substitute Provider Services within two (2) business days of the City's notice. The City will notify ADS in writing at least two (2) days before Substitute Providers are scheduled to terminate and Provider Services will recommence.

**(c) Costs for Substitute Provider Services.** Any costs payable or reimbursable by ADS to the City for Substitute Provider Services will not include any mark-up and will not exceed the City's actual and undisputed costs of procuring such Substitute Provider Services. Costs for Substitute Provider Services will be submitted in accordance with the ADS Invoicing and Payment Process.

**ARTICLE 4 – FORCE MAJEURE EVENT & CHANGE IN LAW**

**4.1 Force Majeure Event.** A Party will not be responsible for any delay or failure to perform to the extent that the delay or failure to perform is caused by an event or circumstance that (a) is beyond the reasonable control of such Party; (b) was not foreseeable at the time of execution of this Agreement, or if foreseeable, could not have been avoided or overcome by such Party through the exercise of commercially reasonable diligence; and (c) prevents, hinders or delays such Party in its performance of any (or any part) of its obligations under this Agreement (each a “**Force Majeure Event**”). Subject to the requirements of the preceding sentence, Force Majeure Events may include, but are not limited to: acts of God; sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds, lightning, ice storms or other weather event or physical natural disaster of a strength or duration that is not normally encountered in the area of the Project; fire; sabotage; vandalism; terrorism; war; cyber-attacks; invasion; hostilities; rebellion; revolution; requisition, expropriation or compulsory acquisition by any governmental or competent authority; riots; explosion; blockades; insurrection; epidemics or pandemics; employment strike against a third party; slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); unknown equipment defects; interruptions to transportation; or an unforeseeable mechanical or equipment breakdown (a “**Breakdown**”), but only to the extent such Breakdown was not caused by the City’s negligence, misconduct, or noncompliance with Good Utility Practice or Applicable Law.

**4.2** Under no circumstances will the following events constitute a Force Majeure Event: (i) any acts or omissions of any third party under the control or direction of a Party, including, without limitation, any vendor, customer, or supplier of the Party claiming a Force Majeure Event, unless such acts or omissions themselves result from underlying Force Majeure Events; (ii) changes in economic or market conditions that affect the costs or benefits of a Party’s performance or availability of funds to make payments due; (iii) known equipment defects; (iv) any delay in providing, or cancellation of, any permits or approvals by the issuing Governmental Authority unless resulting from an underlying Force Majeure Event; or (v) any interruption or curtailment of Provider Service that could have been avoided or mitigated by Good Utility Practice.

**4.3 Notice and Mitigation.** The Party affected by a Force Majeure Event will promptly notify the other Parties in writing of such event, giving details of the Force Majeure Event, its anticipated effect on the affected Party’s performance under this Agreement, and the steps that the affected Party is taking to remedy the delay. Upon the occurrence of a Force Majeure Event, the affected Party will, as soon as reasonably practicable, use all commercially reasonable efforts to eliminate the cause of such Force Majeure Event, reduce costs, and resume performance under this Agreement. Upon cessation of a Force Majeure Event, the affected Party will provide prompt written notice to the other Parties.

**4.4 Change in Law.** If changes to any Applicable Law materially impact the enforceability or operation of this Agreement, the Parties will negotiate in good faith to amend this Agreement to preserve the benefits of this Agreement to each Party; provided that this Agreement will be enforced and implemented to the fullest extent permitted by Applicable Law, even if no such amendment is agreed to by the Parties.

**ARTICLE 5 – WARRANTIES AND COVENANTS**

**5.1 Confidential Information.** The Parties’ disclosures and activities in connection with this Agreement and the Project are subject to the Non-Disclosure Agreements indicated in the Cover Sheet (the “**NDAs**”), which will apply to the extent as allowed by Applicable Law.

**5.2 Public Announcements.** MCEDA and the City will not issue, or authorize a third party or Affiliate thereof to issue, any public announcement, press release or public statement, or conduct press tours, regarding this Agreement without ADS’s prior written consent, not to be unreasonably withheld (except for such discussions, public meetings, and public meeting minutes as required by Applicable Law). Subject to the

NDA, ADS may issue public announcements, press releases, and statements related to this Agreement in its sole discretion. MCEDA and the City may disclose information to a third party (a) if such information has already been publicly disclosed by ADS, and the Providers are directly asked to provide such information by the third party or (b) as reasonably necessary in connection with completion of MCEDA's or the City's, as applicable, obligations under this Agreement or (c) as otherwise required by Applicable Law.

**5.3 Warranty.** The City will provide to ADS the Provider Services or Substitute Provider Services with the same degree of fitness for the customer's intended purpose, reliability, quality and certainty that is usually and customarily provided by a utility in the water supply and wastewater industries in the Mississippi exercising Good Utility Practice.

## **ARTICLE 6 – DEFAULT AND REMEDIES**

**6.1 Events of Default.** Any of the following actions or inactions by a Party will constitute an “Event of Default” if such Party (the “Defaulting Party”):

(a) **Breach of Obligations.** Fails to perform any material obligations or covenants under this Agreement, which failure continues for thirty (30) days after written notice from the other Party (“Non-Defaulting Party”), excluding any delay caused by a Force Majeure Event, or, solely with respect to the City, any Delivery Delay; provided, however, that if the default is not reasonably susceptible of cure within such 30-day period, a Party will have an additional period, not to exceed ninety (90) days to cure such default so long as such Party commences such cure within the initial 30-day period and thereafter diligently pursues such cure; or

(b) **Insolvency.** (i) Becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition with or for the benefit of its creditors; (iii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, which proceeding is not dismissed, stayed, or vacated within thirty (30) days thereafter; (iv) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (v) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for it or for all or substantially all of its assets; (vi) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets; (vii) causes or is subject to any event with respect to it which, under the applicable law of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vi), inclusive, of this Section 6.1(b); or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

In addition to the actions or inactions identified by Sections 6.1(a) and 6.1(b), the following is also an Event of Default:

(c) **Failure to Provide Provider Service.** The City fails to provide a Provider Service by the applicable Delivery Date included in Exhibit 5, unless deemed impossible or as extended upon the occurrence of, and for the duration of, a Force Majeure Event.

**6.2 Remedies for Event of Default.** Upon the occurrence of an Event of Default and notice to the Defaulting Party, the Non-Defaulting Party may:

(a) Suspend performance of its obligations under this Agreement; and

(b) Receive from the Defaulting Party direct Damages incurred by the Non-Defaulting Party in connection with such Event of Default.

**6.3 Limitation of Damages.** Damages payable under this Agreement for an Event of Default will be limited to direct Damages. No Party will be liable for indirect, special, consequential, incidental, exemplary, or punitive Damages, including, without limitation, lost profits, lost production, or lost revenues, arising out of this Agreement, except to the extent resulting from a Party's indemnification obligations under this Agreement.

**6.4 No Waiver.** A Party's failure at any time or times to require strict performance by the other Party of any provision of this Agreement will not waive, affect, or diminish any right of such Party thereafter to demand strict compliance and performance herewith or therewith. Any suspension or waiver of an Event of Default will not suspend, waive, or affect any other Event of Default whether the same is prior or subsequent thereto and whether the same or of a different type. No waiver is effective unless signed by the waiving Party.

## **ARTICLE 7 – MISCELLANEOUS**

**7.1 Notices.** Each Party consents to electronic signatures. All notices under this Agreement must be written, and in English, and notice will be deemed effective when received. All notices will be sent in accordance with the Cover Sheet. Each Party may from time to time change its notice address by giving the other Parties notice of the change in accordance with this Section 7.1.

**7.2 Severability.** If any court of competent jurisdiction or applicable Governmental Authority finds any part of this Agreement invalid or unenforceable, then that part is deemed modified to the extent necessary to render it valid and enforceable. If it cannot be so saved, it will be severed, and the remaining parts will remain in full force and effect.

**7.3 Assignment.** Except as provided in this Section, no Party may assign this Agreement without the other Parties' prior written consent, which consent will not be unreasonably withheld; provided, however, that ADS may assign this Agreement to an Affiliate of ADS without any Provider's consent.

**7.4 Representations and Warranties.** Each Party to this Agreement represents and warrants, as of the Effective Date, that (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization or formation; (ii) it has full and complete authority to enter into and perform this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms; (iv) the execution, delivery and performance of this Agreement do not violate or conflict with its organizational documents or bylaws or the terms of any contract with a third party or judicial or regulatory order to which it is subject; and (v) it is not bankruptcy or subject to any bankruptcy or insolvency proceeding. Each person who executes this Agreement on behalf of a Party represents and warrants that he/she has full and complete authority to do so and that such Party will be bound thereby.

**7.5 Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions. Disputes under or related to this Agreement will be resolved in state court or federal court in Mississippi, as required by Applicable Law. The Parties agree to such venue and jurisdiction and waive all defenses of lack of personal jurisdiction and inconvenient forum.

**7.6 Dispute Resolution.** In the event of any dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement (including disputes as to the creation, validity, or

interpretation of this Agreement and the implementation of any suspension, termination, reduction , or repayment provisions) (a “**Dispute**”), then upon the written request of a Party, each of the Parties will appoint one or more designated representatives whose task it will be to meet for the purpose of endeavoring to resolve the Dispute. The designated 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 in connection with its resolution. 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 relating thereto. The specific format for such discussions will be left to the discretion of the designated representatives but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other Parties. No formal proceedings for the resolution of the Dispute may be commenced until the earlier to occur of (a) a good faith mutual conclusion by the designated executives that amicable resolution through continued negotiation of the matter in issue does not appear likely or (b) the 30th day after the initial request to negotiate the Dispute; provided that, notwithstanding the forgoing, this Section 7.6 will in no way abridge any Party’s right to a jury trial, nor will any Party be obligated to comply with this Section 7.6 if such compliance would or could reasonably be expected to result in a Party missing any applicable statutes of limitations or repose or any filing deadline imposed by State or local law, regulation or judicial rule or to otherwise waive or abrogate in any way any other remedy available to such Party under State law.

**7.7 Survival.** Section 1.5, Section 2.2, *ARTICLE 6*, Section 7.2, and Section 7.4 will survive expiration or termination of this Agreement.

**7.8 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to provide any benefit to any third-party or entitle any third-party to any claim, cause of action, remedy, or right of any kind.

**7.9 Relationship of Parties.** The Parties are independent contractors, and nothing in this Agreement creates an employer-employee relationship, a partnership, joint venture, or other relationship between the Parties. No Party has authority to assume or create obligations of any kind on another’s behalf.

**7.10 Entire Agreement; Counterparts.** This Agreement, together with all incorporated exhibits and schedules and the NDAs, constitute the complete and final agreement of the Parties pertaining to the respective subject matter and supersede the Parties’ prior related agreements, understandings, and discussions. Each Party will accept electronic signatures for the execution of this Agreement and execution may be in counterparts, each of which (including signature pages) is an original, but all of which together is one and the same instrument.

**7.11 Taxes.** As applicable, each Party will be responsible for identifying, paying and reporting to the relevant authorities all taxes and other governmental fees and charges (and any penalties, interest, and other charges) that are imposed on that Party or otherwise required by the transactions governed by this Agreement. The City or MCEDA, as applicable, may charge and ADS will pay applicable national, state or local sales or use taxes, value added taxes (“**VAT**”), or goods and services taxes (“**GST**”) or similar transaction taxes that the City is legally obligated to pay to governmental authorities (collectively, “**Taxes**”). The City’s or MCEDA’s original invoice to ADS must state those Taxes separately and meet the requirements for a compliant tax invoice. The City or MCEDA will submit to ADS a valid invoice for VAT, GST and similar Taxes, and comply with all applicable tax filing and reporting requirements with respect to payments under this Agreement. ADS may withhold payment until the City or MCEDA provides invoices that comply with this Section. ADS may provide the City or MCEDA with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, the City or MCEDA will not charge or collect the Taxes covered by that certificate. ADS may deduct or withhold any Taxes that ADS may be legally obligated to deduct or withhold from any amounts payable to the City or MCEDA under this Agreement, and payment to the City or MCEDA

as reduced by those deductions or withholdings will constitute full payment and settlement to the City or MCEDA of amounts payable under this Agreement. The City or MCEDA, as applicable, will provide ADS with any forms, documents, or certifications as may be required for ADS to satisfy any information reporting or withholding tax obligations, and to establish the City's or MCEDA's compliance with applicable tax filing requirements, with respect to any payments under this Agreement.

## **ARTICLE 8 – INTERPRETATION AND DEFINITIONS**

**8.1 Interpretation.** The Parties have fully negotiated this Agreement, and it will be interpreted according to the plain meaning of its terms without any presumption that it should be construed either for or against any Party. Words, phrases, or expressions not otherwise defined in this Agreement that have a generally accepted meaning in Good Utility Practice will have such meaning in this Agreement. Words, phrases, or expressions that do not have well-known and generally accepted meaning in Good Utility Practice but that have well known and generally accepted technical or trade meanings will have such recognized meanings in this Agreement. The symbol "\$" refers to the United States Dollar.

**8.2 Definitions.** As used in this Agreement, the following terms will have the meanings set forth below:

(a) **"ADS"** means Amazon Data Services and its Affiliates and their respective directors, officers, employees, agents, representatives, successors, and assigns.

(b) **"ADS Design Change"** has the meaning ascribed to such term in Section 1.1(f)(i)(D).

(c) **"ADS Invoicing and Payment Process"** means, with respect to any costs payable or reimbursable by ADS to MCEDA or the City in accordance with this Agreement, that unless otherwise expressly prescribed by this Agreement, on or before the 10th day of each month of the Term, MCEDA or the City, as applicable, will provide ADS with an invoice of the actual and undisputed costs incurred or otherwise payable by MCEDA, the City or their respective agents, as applicable, during the preceding month and any amount(s) in arrears. Each such invoice must include sufficient documentation reasonably acceptable to ADS showing the actual costs and expenses incurred or otherwise paid or payable by MCEDA or the City for which payment or reimbursement by ADS is required under this Agreement. ADS will pay all undisputed amounts to MCEDA or the City, as applicable, or as directed by MCEDA or the City, as applicable, to the applicable contactor, vendor or service provider, within thirty (30) days of receipt of the corresponding invoice for such amounts.

(d) **"ADS Termination Date"** has the meaning ascribed to such term in Section 2.2(a).

(e) **"Affiliate"** means, with respect to any person, each person that directly or indirectly controls, is controlled by, or is under common control with such designated person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any person, will mean (a) the direct or indirect right to cast at least 50% of the votes exercisable at an annual general meeting (or its equivalent) of such person or, if there are no such rights, ownership of at least 50% of the equity or other ownership interest in such person, or (b) the right to direct the policies or operations of such person.

(f) **"Agreement"** has the meaning ascribed to such term on the Cover Sheet.

(g) **“Applicable Law”** means, to the extent applicable to a Party or its activities under this Agreement, all laws, statutes, rules, regulations, ordinances, codes, judgments, orders, approvals, tariffs, decrees, and other pronouncements having the effect of law of any Governmental Authority.

(h) **“Breakdown”** has the meaning ascribed to such term in Section 4.1.

(i) **“City”** has the meaning ascribed to such term on the Cover Sheet.

(j) **“City Funds”** has the meaning ascribed to such term in Section 1.1(f)(iii)(A).

(k) **“City Monthly Report”** has the meaning ascribed to such term in Section 1.1(e)(ii).

(l) **“City-Provided Infrastructure”** means the facilities that the City will provide, as set forth in Exhibit 3, using the City Funds.

(m) **“City-Provided Infrastructure Cost Budget”** has the meaning ascribed to such term in Section 1.1(f)(iii)(A).

(n) **“Company-Funded Infrastructure”** means the facilities that MCEDA and the City will provide, as set forth in Exhibit 2, using the Company Funds.

(o) **“Company-Funded Infrastructure Cost Budget”** has the meaning ascribed to such term in Section 1.1 (f)(ii)(A).

(p) **“Company Funds”** has the meaning ascribed to such term in Section 1.1 (f)(ii)(A).

(q) **“Construction Step-In Event”** has the meaning ascribed to such term in Section 1.3(a).

(r) **“Damages”** means any liability, judgement, fine, penalty, settlement, expense and cost (including reasonable attorney’s fees to the extent recoverable under Applicable Law).

(s) **“Defaulting Party”** has the meaning ascribed to such term in Section 6.1.

(t) **“Delivery Delay”** means (i) any delay by MCEDA in completing and transferring to the City any MCEDA-Provided Infrastructure on or before the respective Delivery Date(s) thereof pursuant to Section 1.2, which is necessary for the City to deliver to ADS any Provider Services that are reliant on such MCEDA-Provided Infrastructure, or (ii) any delay by ADS in completing and transferring to the City any MCEDA-Provided Infrastructure on or before the respective Delivery Date(s) thereof pursuant to Section 1.3(g) (*i.e.*, in the event of a Construction Step-In Event), which is necessary for the City to deliver to ADS any Provider Services that are reliant on such MCEDA-Provided Infrastructure.

(u) **“Dispute”** has the meaning ascribed to such term in Section 7.6.

(v) **“Effective Date”** has the meaning ascribed to such term on the Cover Sheet.

(w) **“Event of Default”** has the meaning ascribed to such term in Section 6.1.

(x) **“FAA”** means Federal Aviation Administration.

(y) **“Force Majeure Event”** has the meaning ascribed to such term in Section 4.1.

(z) **“Funding Delay”** means either (i) any failure or delay by the MMEIA to timely provide any Local Public Infrastructure Funds to MCEDA to the extent any such failure or delay delays, impedes, or forestalls MCEDA’s ability to perform its obligations under this Agreement with respect to any MCEDA-Funded Infrastructure, or (ii) any failure or delay by ADS to timely provide any Company Funds to MCEDA to the extent such failure or delay delays, impedes, or forestalls the ability of MCEDA or the City to perform its respective obligations under this Agreement with respect to any Company-Funded Infrastructure.

(aa) **“Good Utility Practice”** means any of the practices, methods, and acts engaged in or approved by a significant portion of the water utility industry in Mississippi during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the industry.

(bb) **“Governmental Authority”** means any national, state, provincial, local, tribal or municipal government, any political subdivision thereof or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law.

(cc) **“GST”** has the meaning ascribed to such term in Section 7.11.

(dd) **“Infrastructure”** collectively means the MCEDA-Provided Infrastructure and the City-Provided Infrastructure.

(ee) **“Initial Term”** has the meaning ascribed to such term in Section 2.1(a).

(ff) **“Jackson Treatment System”** has the meaning ascribed to such term in Section 1.1(c).

(gg) **“Latecomer”** has the meaning ascribed to such term in Section 1.5.

(hh) **“Latecomer Connection Charge”** has the meaning ascribed to such term in Section 1.5. The method for calculating the Latecomer Connection Charge is detailed in Exhibit 8.

(ii) **“Local Public Infrastructure Funds”** means up to \$215,109,096 to be provided by the MMEIA pursuant to, and as more particularly defined, in the PCA.

(jj) **“MCEDA”** has the meaning ascribed to such term on the Cover Sheet.

(kk) **“MCEDA-Funded Infrastructure”** means the facilities that MCEDA and the City will provide, as set forth in Exhibit 1, using the Local Public Infrastructure Funds.

(ll) **“MCEDA-Funded Infrastructure Cost Budget”** has the meaning ascribed to such term in Section 1.1(f)(i)(A).

(mm) **“MCEDA Monthly Report”** has the meaning ascribed to such term in Section 1.1(e)(i).

(nn) **“MCEDA-Provided Infrastructure”** collectively means the MCEDA-Funded Infrastructure and the Company-Funded Infrastructure.

(oo) **“MDEQ”** means the Mississippi Department of Environmental Quality.

(pp) **“MDEQ Guidance for the Design of Publicly Owned Wastewater Facilities”** means the regulatory guidance for the design of publicly owned wastewater facilities issued by the Mississippi Department of Environmental Quality, available at: <https://www.mdeq.ms.gov/about-mdeq/grants-loans-and-trust-funds-available-through-mdeq/guidance-for-the-design-of-publicly-owned-wastewater-facilities/>, as amended from time to time.

(qq) **“MMEIA”** means the Mississippi Major Economic Impact Authority.

(rr) **“MSDH Minimum Design Criteria For Mississippi Public Water Systems”** means the minimum design criteria for the Mississippi public water systems promulgated by the Mississippi State Department of Health, Bureau of Public Water Supply, available at: [https://msdh.ms.gov/msdhsite/\\_static/resources/1583.pdf](https://msdh.ms.gov/msdhsite/_static/resources/1583.pdf), as amended from time to time.

(ss) **“NDA”** has the meaning ascribed to such term in Section 5.1.

(tt) **“Non-Defaulting Party”** has the meaning ascribed to such term in Section 6.1(a).

(uu) **“Party”** and **“Parties”** have the respective meanings ascribed to such terms on the Cover Sheet.

(vv) **“PCA”** means that certain Project Cooperation Agreement, dated as of January 31, 2024, by and among ADS, the State of Mississippi, the MMEIA and certain other governmental entities, pursuant to which, among other things, the State of Mississippi, acting through MMEIA, agreed to provide a portion of the Local Public Infrastructure Funds to fund the construction and installation of the Infrastructure in accordance with Infrastructure Design Specifications set forth in Exhibit 1.

(ww) **“Project”** has the meaning ascribed to such term on the Cover Sheet.

(xx) **“Project Site”** means those parcels of real property described as Exhibit 7.

(yy) **“Provider”** has the meaning ascribed to such term on the Cover Sheet.

(zz) **“Provider Services”** means the water and wastewater services meeting the Service Specifications set forth in Exhibit 5 and Exhibit 6.

(aaa) **“Recovery Plan”** has the meaning ascribed to such term in Section 1.3.

(bbb) **“Renewal Term”** has the meaning ascribed to such term in Section 2.1(b).

(ccc) **“Service Specifications”** means those service specifications and requirements for all Provider Services set forth in the ADS Volume and Pressure Requirements from City and the ADS Service Specifications Schedule attached hereto as see Exhibit 5 and Exhibit 6, respectively; provided that such ADS Volume and Pressure Requirements from City and ADS Service Specifications Schedule contain trade secrets and/or confidential commercial information of ADS and will not be subject to inspection, examination, copying or reproduction under Section 25-61-1 *et seq.* of the Mississippi of 1972, as amended (also known as the Mississippi Public Records Act of 1983) until notice to ADS has been given

(ddd) **“Substitute Provider Services”** has the meaning ascribed to such term in Section 3.7.

(eee) **“Taxes”** has the meaning ascribed to such term in Section 7.11.

(fff) **“Term”** has the meaning ascribed to such term in Section 2.1(b)

(ggg) **“VAT”** has the meaning ascribed to such term in Section 7.11.

(hhh) **“Water Meter”** has the meaning ascribed to such term in Section 3.4.

(iii) **“Wastewater Meter”** has the meaning ascribed to such term in Section 3.5.

(jjj) **“Wastewater and Sewer System”** means a wastewater and sewer system owned and operated by the Provider to receive and convey wastewater and sewage from its point or points of origin to a point or points of treatment and disposal for residents and business that are customers of the Provider.

(kkk) **“Water System”** means a potable water supply system owned and operated by the Provider to provide potable water to residents and businesses that are customers of the Provider.

## **EXHIBIT 1 – MCEDA-FUNDED INFRASTRUCTURE IMPROVEMENTS**

### **WASTEWATER SYSTEM IMPROVEMENTS**

- Item 1:** *Wastewater Extension W. County Line Road* – The W. County Line Road gravity sewer extension, approximately 2,125 feet of gravity sewer main connecting the Project Site to the City of Jackson’s Hanging Moss Creek Reach of the West Bank interceptor (manhole on north side of W. County Line Road near N. Livingston Road).

Operational Date: January 1, 2026

- Item 2:** *Wastewater Metering Stations* – The City will add metering stations to accurately monitor sewer flows for billing purposes. In addition, the City will install and maintain its own metering components including a separate meter to monitor the flow specifically generated by the developer for the purpose of determining the monthly sewer fees.

Operational Date: January 1, 2026

### **WATER SYSTEM IMPROVEMENTS:**

- Item 3:** *12-inch South Side Water Improvements (loop – lower segment)* – A 12-inch water main connecting the two (2) existing 12-inch water main segments (located on N. Livingston Road and on Highland Colony Parkway) at or near their intersections on W. County Line Road. To be located across the southern portion of the Project Site. Included with this effort is the relocation of the isolation valve between the upper and lower water systems.

Operational Date: January 1, 2026

- Item 4:** *Water Tank (South Livingston – 1.0 Mgal)* to increase storage capacity nearest the Costas site.

Operational Date: March 1, 2028

**EXHIBIT 2 – COMPANY-FUNDED INFRASTRUCTURE IMPROVEMENTS****WATER SYSTEM IMPROVEMENTS**

**Item 1:** Water Well (South Livingston – 1,500 gpm) to increase the flow capacity nearest the Project Site.

Operational Date: March 1, 2028

**Item 2:** 12-inch North Side Water Improvements (loop - upper segment) - a 12-inch water main connecting the two (2) existing 12-inch water main segments (located on N. Livingston Road and on Highland Colony Parkway). To be located across the northern portion of the Costas Combined property.

Operational Date: March 1, 2028

**Item 3:** Water Well (Colony Park Boulevard– 1,500 gpm) to replace the Hardy Road Well from the lower grade line water system. The Hardy Road well will be used in the higher grade line system in order to provide resiliency. The water system improvements associated with this Item 3 will also include miscellaneous distribution connections between the water well and the distribution system along Colony Park Boulevard.

Operational Date: March 1, 2028

**Item 4:** Water Tank (Colony Park Boulevard – 1.0 Mgal) to replace the Hardy Road Tank storage from the lower grade line water system. The Hardy Road tank will be demolished at the old site and a new smaller tank will be constructed for the higher grade line.

Operational Date: March 1, 2028

**Item 5:** Western Water System Tank and Distribution Improvements (Western System – 500,000 Gallon) – The Hardy Road Tank and Well are currently connected to the lower grade line system with an existing 1,500 gpm well and 1.0 Mgal ground storage tank. The existing ground mounted tank will be demolished and replaced with an elevated tank for the western higher grade line. Nearby connections will need modification in order to continue to provide safe drinking water. The primary intent behind this improvement project is to provide assurances that the Western grade line can support the lower grade line in the event that city loses more than one well feeding the city's lower grade system.

Operational Date: March 1, 2028

**Item 6:** Sewer Reach 16 – White Oak Creek Sewer Interceptor – Extend the existing sewer system along the White Oak Creek to serve the new Fire Station that will serve the ADS Project.

Operational Date: March 1, 2028

### **EXHIBIT 3 – CITY-PROVIDED INFRASTRUCTURE IMPROVEMENTS**

#### **WATER SYSTEM IMPROVEMENTS**

**Item 1:** Water Well (Highland Colony – 1,500 gpm) to increase the flow capacity of the City’s water system.

Operational Date: May 3, 2026.

**Item 2:** Elevated Water Tank (Highland Colony – 1.0 Mgal) to increase the storage capacity of the City’s water system.

Operational Date: May 3, 2026.

**Item 3:** 12-inch water distribution improvements (Colony Park Boulevard) to include a necessary water line connection between Highland Colony Parkway and U.S. Hwy. 51. The majority of the line is funded with private donations, American Rescue Plan Act (ARPA) funds available to Madison County, Mississippi, and a U.S. Environmental Protection Agency State and Tribal Assistance Grant (STAG). Miscellaneous connections from ADS funding for the Colony Park Boulevard water tank and well will complete the Colony Park Boulevard water line distribution improvements.

Operational Date: March 1, 2028 .

**EXHIBIT 4 – FORM OF MONTHLY REPORT**

MCEDA will prepare a written report each month on its progress relative to the development and construction of the Infrastructure. The report must be uploaded as a single Adobe Acrobat file to a WorkDocs link (or similar online portal) as directed by ADS by no later than the 5th Business Day after each month, or as otherwise directed by ADS in writing.

Each Monthly Report must include the following items:

1. Cover page.
2. Brief Project description.
3. Site plan showing progress in easement acquisition and construction progress.
4. Description of any planned changes to the Project.
5. Bar chart schedule showing critical path schedule of major items and activities.
6. PERT or GANT chart showing critical path schedule of major items and activities.
7. Summary of activities during the previous month.
8. Forecast of activities scheduled for the current month.
9. Written description about the progress relative to Provider's schedule.
10. List of issues that could potentially impact Provider's schedule.
11. Enumeration and schedule of any support or actions requested of ADS.
12. Progress and schedule of all agreements, contracts, permits, approvals, land rights acquisitions, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages.
13. A status report of start-up activities including a forecast of activities ongoing and after start-up.
14. Pictures, in sufficient quantity and of appropriate detail, to document construction and startup progress of the Provider Service.
15. A tracker showing spending and remaining budget.

EXHIBIT 5 – ADS VOLUME AND PRESSURE REQUIREMENTS FROM CITY

EXEMPT FROM PUBLIC  
DISCLOSURE

THIS EXHIBIT CONTAINS TRADE SECRETS AND/OR CONFIDENTIAL COMMERCIAL  
INFORMATION OF AMAZON DATA SERVICES, INC.

*This Exhibit contains trade secrets and/or confidential commercial information of Amazon Data Services, Inc. and is not subject to inspection, examination, copying or reproduction under the Mississippi Public Records Act of 1983, as amended, until written notice to Amazon Data Services, Inc. has been given, but this Exhibit will be released no later than twenty-one (21) days from the date that Amazon Data Services, Inc. is given written notice by the public body that received the disclosure request unless Amazon Data Services, Inc. has filed in Chancery Court a petition seeking a protective order on or before the expiration of the twenty-one (21) day time period. Any party seeking such a protective order must give notice to the party requesting the information in accordance with the Mississippi Rules of Civil Procedure.*

|                                                             |                          |                                                     |                  |
|-------------------------------------------------------------|--------------------------|-----------------------------------------------------|------------------|
| Provider Service:                                           | Permanent Cooling Water  | Sewer Service                                       | Potable Water    |
| Infrastructure Design Specifications:                       | Exhibit 1                | Exhibit 1                                           | Exhibit 1        |
| Rate, in gallons per minute (GPM) or gallons per day (GPD): | 3,670,000 GPD (PEAK DAY) | 30,000 GPD (DOMESTIC)<br>1,840,000 GPD(IWW/COOLING) | 30,000 GPD       |
| Pounds per Square Inch (PSI):                               | +/-45 (Static)           | N/A                                                 | +/-45 (Static)   |
| Delivery Date:                                              | Varies                   | January 15, 2026                                    | January 15, 2026 |

| Delivery dates of Cooling Water (assumes March 4, 2025 for execution of fee-in-lieu agreement) |                  |                          |
|------------------------------------------------------------------------------------------------|------------------|--------------------------|
| Phase:                                                                                         | Delivery Date    | Total Water Availability |
| Phase 1 JAN 200                                                                                | January 15, 2026 | 2.1 MGD                  |
| Phase 2 JAN 200                                                                                | March 1, 2028    | 3.67 MGD                 |

The flowrates in the table represent peak water use and discharge on the hottest days of the hottest year. Our facilities use outside air for cooling approximately 91% of the year, eliminating the need for water-based cooling during those hours, with water use occurring only approximately 9% of the year. Annual water use is expected to be 93 million gallons per year, which is less than the annual use of 843 households, or 2% of the households in Madison County.



EXHIBIT 6 – ADS SERVICE SPECIFICATIONS SCHEDULE

EXEMPT FROM PUBLIC  
DISCLOSURE

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THIS SCHEDULE CONTAINS TRADE SECRET IS AND/OR CONFIDENTIAL COMMERCIAL INFORMATION OF AMAZON DATA SERVICES, INC.

*This Schedule contains trade secrets and/or confidential commercial information of Amazon Data Services, Inc. and is not subject to inspection, examination, copying or reproduction under the Mississippi Public Records Act of 1983, as amended, until written notice to Amazon Data Services, Inc. has been given, but this Schedule will be released no later than twenty-one (21) days from the date that Amazon Data Services, Inc. is given written notice by the public body that received the disclosure request unless Amazon Data Services, Inc. has filed in Chancery Court a petition seeking a protective order on or before the expiration of the twenty-one (21) day time period. Any party seeking such a protective order must give notice to the party requesting the information in accordance with the Mississippi Rules of Civil Procedure.*

*SERVICE SPECIFICATIONS FOR GROUNDWATER – The current groundwater quality from two City of Ridgeland groundwater wells is summarized below. The water quality specification is groundwater of a quality in keeping with the table below, such that ADS operations are not significantly impacted. In order to assess potential impacts, the City, MCEDA, and ADS will coordinate during the construction of new wells, including ADS having access to test well water quality data. If ADS assesses that a new well may impact operations, ADS and the City will collaborate to identify mitigation strategies acceptable for both Parties.*

| Parameter                   | Unit                | Groundwater Quality by Well |         |
|-----------------------------|---------------------|-----------------------------|---------|
|                             |                     | Samuels Lane                | Western |
| Total Hardness              | mg/L as CaCO3       | < 2.5                       | < 2.5   |
| Total Alkalinity            | mg/L as CaCO3       | 191                         | 170     |
| Silicon                     | as SiO <sub>2</sub> | 16                          | 18      |
| Chlorine, Free              | mg/L                | 2.2                         | 2.2     |
| Chlorine, Total             | mg/L                | 0.95                        | 2.12    |
| Conductivity                | umhos/cm            | 332                         | 290     |
| Drinking Water Microbiology | CFU                 | < 10,000                    |         |
| Total Coliform              | MPN/100M            | < 1                         | < 1     |
| E-Coli                      | MPN/100M            | < 1                         | < 1     |
| Legionella                  | MPN/100M            | < 1                         | < 1     |
| pH                          | S.U.                | 9.48                        | 9.36    |
| Temperature                 | •C                  | 29.2                        | 28.8    |
| Sodium                      | mg/L                | 94.6                        | 79.1    |
| Total Dissolved Solids      | mg/L                | 232                         | 206     |
| Chlorides                   | mg/L as Cl          | 7.61                        | 7.17    |
| Iron                        | mg/L                | < 0.10                      | < 0.10  |



| Parameter              | Unit | Groundwater Quality by Well |         |
|------------------------|------|-----------------------------|---------|
|                        |      | Samuels Lane                | Western |
| Copper                 | mg/L | 0.0012                      | < 0.001 |
| Sulfates               | mg/L | 6.46                        | 8.09    |
| Phosphates             | mg/L | 0.800                       | 0.695   |
| Ammonia                | mg/L | < 0.30                      | < 0.30  |
| Turbidity              | NTU  | 1.73                        | 7.49    |
| Total Suspended Solids | mg/L | < 2.5                       | < 2.95  |



**EXHIBIT 7****Project Site Description****EXHIBIT "A"****Legal Description**

**For APN/Parcel ID(s): 071H033-036/00.00, 071H-28-002/01.00, 071H-33-037/02.00 and 071H-33-037/01.00**

The Land referred to herein below is situated in the County of **Madison**, State of **Mississippi**, and is described as follows:

**PARCEL 1:****Tract 1:**

A certain parcel of land lying in the NE 1/4 of the NE 1/4 and in the NE 1/4 of the NW 1/4, Section 33, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Beginning at an iron at a fence corner which is 491 feet West of and 474 feet North of the point of intersection of the line between Section 33 and Section 34, T7N, R1E, and the South line of the N 1/2 of the NE 1/4 of Section 33; run thence N 87°04'28" W along an old existing wire fence for 2482.51 feet to an iron pin on the East R.O.W. line of Livingston Road; run thence in a Northeasterly direction along said R.O.W. line and a curve to the right having a radius of 1741.41 feet and a chord bearing and distance of N 27°28'56" E for 315.29 feet; continue thence in a Northeasterly direction along said R.O.W. line and a curve to the left having a radius of 1472.7 feet and a chord bearing and distance of N 22°39'48" E for 512.09 feet to an iron pin at the fence corner; run thence S 87°28'13" E along an old existing wire fence for 2172.40 feet to an iron pin at a fence corner; run thence S 02°28'17" W along an old existing wire fence for 783.81 feet to the POINT OF BEGINNING, **containing 41.15 acres, more or less.**

**Tract 2:**

A parcel of land **containing 14.95 acres (651,064.36 square feet), more or less**, being situated in the Southwest 1/4 of the Southeast 1/4 of Section 28 and the Southeast 1/4 of the Southwest 1/4 of Section 28, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at a ferrous metal rod marking the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 28; run thence North 89 degrees 40 minutes 50 seconds East for a distance of 560.75 feet to the point of beginning for the parcel herein described; run thence South 00 degrees 05 minutes 44 seconds East for a distance of 879.39 feet; thence South 89 degrees 54 minutes 18 seconds West for a distance of 550.85 feet to the eastern right of way of Livingston Road; run thence along said right of way South 08 degrees 29 minutes 56 seconds West for a distance of 353.48 feet; thence leave said right of way and run South 89 degrees 36 minutes 37 seconds East for a distance of 894.27 feet to the centerline of a ditch; thence run along said centerline North 15 degrees 43 minutes 32 seconds East for a distance of 76.75 feet; thence North 66 degrees 33 minutes 02 seconds East for a distance of 50.37 feet; thence North 13 degrees 38 minutes 04 seconds East for a distance of 80.11 feet; thence North 35 degrees 01 minutes 58 seconds West for a distance of 50.62 feet; thence North 09 degrees 11 minutes 03 seconds East for a distance of 20.55 feet; thence North 13 degrees 03 minutes 31 seconds East for a distance of 137.03 feet; thence North 15 degrees 54 minutes 00 seconds West for a distance of 74.89 feet; thence North 24 degrees 39 minutes 32 seconds East for a distance of 32.51 feet; thence North 20 degrees 48 minutes 56 seconds West for a distance of 76.50 feet; thence North 02 degrees 30 minutes 26 seconds East for a distance of 378.35 feet; thence North 15 degrees 11 minutes 45 seconds East for a distance of 142.58 feet; thence North 08 degrees 20 minutes 32 seconds West for a distance of 46.46 feet; thence North 23 degrees 54 minutes 52 seconds West for a distance of 149.02 feet to the North line of the Southwest 1/4 of the Southeast 1/4 of Section 28; thence leave said centerline of a ditch and run along said quarter-quarter line South 89 degrees 40 minutes 50 seconds West for a distance of 336.34 feet to the Point of Beginning.

**Tract 3:**

## EXHIBIT "A"

### Legal Description

A parcel of land **containing 13.08 acres (569,647.52 square feet), more or less**, being situated in the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 28, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at a ferrous metal rod marking the Northwest corner of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 28; run thence North 89 degrees 40 minutes 50 seconds East for a distance of 560.75 feet; run thence South 00 degrees 05 minutes 44 seconds East for a distance of 879.39 feet; thence North 89 degrees 54 minutes 18 seconds East for a distance of 379.97 feet to a ferrous metal rod in the centerline of a ditch, said rod marking the Point of Beginning for the parcel herein described thence leave said centerline of ditch and run North 89 degrees 54 minutes 18 seconds East for a distance of 1177.51 feet; run thence South 00 degrees 05 minutes 42 seconds East for a distance of 426.74 feet to an iron pin at a fence corner; thence run along and existing fence line North 89 degrees 34 minutes 08 seconds West for a distance of 569.35 feet; thence continue along said fence line North 89 degrees 58 minutes 51 seconds West for a distance of 334.30 feet; thence North 89 degrees 45 minutes 55 seconds West for a distance of 380.74 feet to an iron pin in the centerline of a ditch; thence continue along said fence line North 89 degrees 45 minutes 55 seconds West for a distance of 517.05 feet; thence North 89 degrees 23 minutes 36 seconds West for a distance of 369.09 feet to the Eastern right of way of Livingston Road; thence leave said fence line and run along said right of way North 08 degrees 29 minutes 56 seconds East for a distance of 62.35 feet; thence leave said right of way and run South 89 degrees 36 minutes 37 seconds East for a distance of 894.27 feet to an iron pin in the centerline of a ditch; thence run along said centerline of a ditch North 15 degrees 43 minutes 32 seconds East for a distance of 76.75 feet; thence North 66 degrees 33 minutes 02 seconds East for a distance of 50.37 feet; thence North 13 degrees 38 minutes 04 seconds East for a distance of 80.11 feet; thence North 35 degrees 01 minutes 58 seconds West for a distance of 50.62 feet; thence North 09 degrees 11 minutes 03 seconds East for a distance of 20.55 feet; thence North 13 degrees 03 minutes 31 seconds East for a distance of 127.00 feet to the Point of Beginning.

#### LESS AND EXCEPT:

A parcel of land **containing 7.42 acres (323,226.14 square feet); more or less**, being situated in the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 28, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at a ferrous metal rod marking the Northwest corner of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 28; run thence North 89 degrees 40 minutes 50 seconds East for a distance of 560.75 feet; to the Point of Beginning for the parcel herein described; run thence South 00 degrees 05 minutes 44 seconds East for a distance 879.39 feet; thence North 89 degrees 54 minutes 18 seconds East for a distance of 379.97 feet to the centerline of a ditch; thence run along said centerline North 13 degrees 03 minutes 31 seconds East for a distance of 10.03 feet; thence North 15 degrees 54 minutes 00 seconds West for a distance of 74.89; thence North 24 degrees 39 minutes 32 seconds East for a distance of 32.51 feet; thence North 20 degrees 48 minutes 56 seconds West for a distance of 76.50 feet; thence North 02 degrees 30 minutes 26 seconds East for a distance of 378.35 feet; thence North 15 degrees 11 minutes 45 seconds East for a distance of 142.58 feet; thence North 08 degrees 20 minutes 32 seconds West for a distance of 46.46 feet; thence North 23 degrees 54 minutes 52 seconds West for a distance of 149.02 feet to the North line of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 28; thence leave said centerline of ditch and run along said quarter-quarter line South 89 degrees 40 minutes 50 seconds West for a distance of 336.34 feet to the point of beginning.

#### ALSO LESS AND EXCEPT:

A parcel of land **containing 0.18 acres (7,698.72 square feet) more or less** being situated in the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 28, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

## EXHIBIT "A"

### Legal Description

Commence at a ferrous metal rod marking the Northwest corner of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 28; run thence North 89 degrees 40 minutes 50 seconds East for a distance of 560.75 feet to the Point of Beginning for the parcel herein described; thence run North 00 degrees 05 minutes 44 seconds West for a distance of 24.78 feet to existing fence line; thence run along said fence North 89 degrees 53 minutes 07 seconds East for a distance of 46.62 feet; thence South 89 degrees 43 minutes 27 seconds East for a distance of 280.16 feet to the centerline of a ditch; thence leave said fence line and run along said centerline of ditch South 23 degrees 54 minutes 52 seconds East for a distance of 23.68 feet to the North line of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 28; thence leave said centerline of ditch and run along said quarter-quarter line South 89 degrees 40 minutes 50 seconds West for a distance of 336.34 feet to the point of beginning.

[For reference purposes only: Parcel 071H033-036/00.00 (Tract 1); Parcel 071H-28-002/01.00 (Tract 2 and 3); No municipal address]

#### ALL OF THE FOREGOING PARCEL 1 IS ALSO DESCRIBED BY SURVEY DESCRIPTION AS FOLLOWS:

##### SURVEY DESCRIPTION PARCEL 1

A TRACT OF LAND **CONTAINING 61.80 ACRES, MORE OR LESS**, AND BEING PART OF SECTION 33 OF TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI. THE BELOW DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83, GRID VALUES, US SURVEY FEET, USING A SCALE FACTOR OF 0.99995230, A CONV. ANGLE OF 00 DEGREES 04 MINUTES 41 SECONDS DEVELOPED AT THE BELOW DESCRIBED POINT OF COMMENCEMENT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A # 4 REBAR FOUND MARKING THE NORTHWEST CORNER OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI, SAID REBAR HAVING A MISSISSIPPI STATE PLANE WEST ZONE COORDINATE OF N:1060159.46, E:2341446.83; THENCE NORTH 89 DEGREES 39 MINUTES 48 SECONDS WEST 1822.26 FEET TO A # 5 REBAR FOUND; THENCE NORTH 00 DEGREES 10 MINUTES 14 SECONDS EAST 9.65 FEET TO A # 4 REBAR FOUND MARKING THE POINT OF BEGINNING HAVING A MISSISSIPPI STATE PLANE WEST ZONE COORDINATE OF N:1060179.82, E:2339624.71;

THENCE SOUTH 00 DEGREES 10 MINUTES 14 SECONDS WEST 9.65 FEET TO A # 5 REBAR SET WITH CAP STAMPED COA 014;  
THENCE SOUTH 00 DEGREES 10 MINUTES 14 SECONDS WEST 773.81 FEET TO A # 5 REBAR SET WITH CAP STAMPED COA 014;  
THENCE NORTH 89 DEGREES 23 MINUTES 21 SECONDS WEST 2479.80 FEET TO A # 4 REBAR FOUND;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 56.58 FEET, A RADIUS OF 2824.79 FEET, A CHORD BEARING OF NORTH 23 DEGREES 33 MINUTES 49 SECONDS EAST, AND A CHORD DISTANCE OF 56.58 FEET TO A CONCRETE RIGHT OF WAY MONUMENT;  
THENCE NORTH 24 DEGREES 55 MINUTES 17 SECONDS EAST 422.53 FEET TO A CONCRETE RIGHT OF WAY MONUMENT;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 422.31 FEET, A RADIUS OF 1472.40 FEET, A CHORD BEARING OF NORTH 16 DEGREES 42 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 420.86 FEET TO A # 5 REBAR SET WITH CAP STAMPED COA 014;  
THENCE NORTH 08 DEGREES 42 MINUTES 05 SECONDS EAST 345.34 FEET TO A # 3 REBAR FOUND;  
THENCE NORTH 89 DEGREES 53 MINUTES 19 SECONDS EAST 550.07 FEET TO A # 5 REBAR SET WITH CAP STAMPED COA 014;

## EXHIBIT "A"

### Legal Description

THENCE NORTH 89 DEGREES 53 MINUTES 19 SECONDS EAST 379.91 FEET TO A # 4 REBAR FOUND;  
 THENCE NORTH 89 DEGREES 52 MINUTES 44 SECONDS EAST 1177.26 FEET TO A # 4 REBAR FOUND;  
 THENCE SOUTH 00 DEGREES 07 MINUTES 06 SECONDS EAST 426.77 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2:

Section 33: Begin at a right-of-way monument at the intersection of the North line of County Line Road and the East line of Livingston Road, said point is 5259.3 feet South of and 3228.35 feet West of the Northeast corner of Section 33, Township 7 North, Range 1 East; from said point of beginning run thence Northerly along the Easterly right-of-way line of said Livingston road (40 feet Right and Left) the following: North 13 degrees 44'45" West, a distance of 878.95 feet; thence Northerly along an arc to the Right having a radius of 1869.86 feet a distance of 508.20 feet, said arch has a chord of North 6 degrees 30'11" West, a distance of 506.64 feet; thence North 1 degrees 34'14" East, a distance of 123.98 feet; thence leaving said right-of-way line run South 89 degrees 56'46" East, a distance of 2989.5 feet; thence South 0 degrees 09'43" West, along a fence line a distance of 1480.84 feet to the Northerly right-of-way line of County Line Road (40 feet Right and Left); thence run North 89 degrees 56' 46" West, along said right-of-way line a distance of 2722.48 feet to the point of beginning **containing 98.3 acres, more or less**, and being part of Section 33, Township 7 North, Range 1 East, Madison County, Mississippi.

[For reference purposes only: Parcel 071H-33-037/02.00; No municipal address]

**ALL OF THE FOREGOING PARCEL 2 IS ALSO DESCRIBED BY SURVEY DESCRIPTION AS FOLLOWS:**

#### SURVEY DESCRIPTION PARCEL 2

A TRACT OF LAND **CONTAINING 98.30 ACRES, MORE OR LESS**, AND BEING PART OF SECTION 33 OF TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI. THE BELOW DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83, GRID VALUES, US SURVEY FEET, USING A SCALE FACTOR OF 0.99995230, A CONV. ANGLE OF 00 DEGREES 04 MINUTES 41 SECONDS DEVELOPED AT THE BELOW DESCRIBED POINT OF COMMENCEMENT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A # 4 REBAR FOUND MARKING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI, SAID REBAR HAVING A MISSISSIPPI STATE PLANE WEST ZONE COORDINATE OF N:1060159.46, E:2341446.83;  
 THENCE NORTH 89 DEGREES 39 MINUTES 48 SECONDS WEST 1822.26 FEET TO A # 5 REBAR FOUND;  
 THENCE SOUTH 00 DEGREES 10 MINUTES 14 SECONDS WEST 773.81 FEET TO A # 4 REBAR FOUND;  
 THENCE SOUTH 00 DEGREES 10 MINUTES 14 SECONDS WEST 3000.17 FEET TO A # 4 REBAR FOUND MARKING THE POINT OF BEGINNING WITH A MISSISSIPPI STATE PLANE WEST ZONE COORDINATE OF N:1056396.20, E:2339613.44;  
 THENCE SOUTH 00 DEGREES 10 MINUTES 14 SECONDS WEST 1480.91 FEET TO A # 4 REBAR FOUND ON THE NORTH RIGHT OF WAY LINE OF COUNTY LINE ROAD;  
 THENCE ALONG SAID NORTH LINE OF COUNTY LINE ROAD NORTH 89 DEGREES 58 MINUTES 31 SECONDS WEST 2722.25 FEET TO A CONCRETE RIGHT OF WAY MONUMENT MARKING THE INTERSECTION OF SAID RIGHT OF WAY LINE AND THE EAST RIGHT OF WAY LINE OF LIVINGSTON ROAD;  
 THENCE ALONG SAID EAST RIGHT OF WAY LINE AS FOLLOWS: NORTH 13 DEGREES 43 MINUTES 12 SECONDS WEST 880.71 FEET TO A CONCRETE RIGHT OF WAY MONUMENT;  
 THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 506.33 FEET, A RADIUS OF 1869.92 FEET, A CHORD BEARING OF NORTH 06 DEGREES 36 MINUTES 22 SECONDS WEST, AND A CHORD

## EXHIBIT "A"

### Legal Description

DISTANCE OF 504.78 FEET TO A CONCRETE RIGHT OF WAY MONUMENT;  
THENCE NORTH 01 DEGREES 33 MINUTES 00 SECONDS EAST 123.99 FEET TO A # 5 REBAR SET WITH CAP  
STAMPED COA 014;  
THENCE SOUTH 89 DEGREES 58 MINUTES 36 SECONDS EAST 2990.26 FEET TO THE POINT OF BEGINNING.

#### PARCEL 3:

Section 33, Township 7 North, Range 1 East

#### Tract 1:

From the Northeast corner of Section 33, Township 7 North, Range 1 East; run thence North 89 degrees 43 minutes West, 491.0 feet; run thence South 0 degrees 15 minutes West, 846 feet to the true point of beginning; thence North 89 degrees 43 minutes West, 2538.1 feet to a point on the East side of Jackson-Livingston Road; thence Southerly along the East line of said road 4521.58 feet to the intersection of the North line of County Line Road; thence South 89 degrees 54 minutes East, 2734.3 feet along the North line of County Line Road to a point, which is 491 feet West of the East line of Section 33, Township 7 North, Range 1 East; thence North 0 degrees 15 minutes East, 4419.6 feet to the point of beginning. Also, a rectangular parcel of land 68 feet in width added uniformly along the entire northern boundary of the land described hereinabove, said parcel having as its northern boundary a fence line separating the land of Ridgway Management, Inc., from the land of Charles F. Riddell, et al.

#### LESS AND EXCEPT:

Section 33: Begin at a right-of-way monument at the intersection of the North line of County Line Road and East line of Livingston Road, said point is 5259.3 feet South of and 3228.35 feet West of the Northeast corner of Section 33, Township 7 North, Range 1 East; from said point of beginning run thence Northerly along the Easterly right-of-way line of said Livingston Road (40 feet Right and Left) the following: North 13 degrees 44' 45" West, a distance of 878.95 feet; thence Northerly along an arc to the Right having a radius of 1869.86 feet a distance of 508.20 feet, said arch has a chord of North 6 degrees 30' 11" West, a distance of 506.64 feet; thence North 1 degree 34' 14" East, a distance of 123.98 feet; thence leaving said right-of-way line run South 89 degrees 56' 46" East, a distance of 2989.5 feet; thence South 0 degrees 09' 43" West along a fence line a distance of 1480.84 feet to the Northerly right-of-way line of County Line Road (40 feet Right and Left); thence North 89 degrees 56' 46" West, along said right-of-way line a distance of 2722.48 feet to the point of beginning, said excepted lands **containing 98.3 acres, more or less**, and being part of Section 33, Township 7 North, Range 1 East, Madison County, Mississippi.

#### Tract 2:

All interest acquired by Ridgway Management, Inc., in that certain Easement Agreement dated July 15, 1991, executed by Louis E. Ridgway, Jr., et al, to Ridgway Management, Inc., recorded in Book 299, Page 181 of the Chancery Clerk's records for Madison county, Mississippi, reference to which is hereby made for all purposes.

[For reference purposes only: Parcel 071H-33-037/01.00; No municipal address]

**ALL OF THE FOREGOING PARCEL 3 IS ALSO DESCRIBED BY SURVEY DESCRIPTION AS FOLLOWS:**

#### **SURVEY DESCRIPTION PARCEL 3**

**A TRACT OF LAND CONTAINING 196.37 ACRES, MORE OR LESS, AND BEING PART OF SECTION 33 OF**

**EXHIBIT "A"**

## Legal Description

TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI. THE BELOW DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83, GRID VALUES, US SURVEY FEET, USING A SCALE FACTOR OF 0.99995230, A CONV. ANGLE OF 00 DEGREES 04 MINUTES 41 SECONDS DEVELOPED AT THE BELOW DESCRIBED POINT OF COMMENCEMENT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A # 4 REBAR FOUND MARKING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI, SAID REBAR HAVING A MISSISSIPPI STATE PLANE WEST ZONE COORDINATE OF N:1060159.46, E:2341446.83;  
THENCE NORTH 89 DEGREES 39 MINUTES 48 SECONDS WEST 1822.26 FEET TO A # 5 REBAR FOUND;  
THENCE SOUTH 00 DEGREES 10 MINUTES 14 SECONDS WEST 773.81 FEET TO A # 4 REBAR FOUND MARKING THE POINT OF BEGINNING WITH A MISSISSIPPI STATE PLANE WEST ZONE COORDINATE OF N:1059396.36, E:2339622.37;  
THENCE SOUTH 00 DEGREES 10 MINUTES 14 SECONDS WEST 3000.17 FEET TO A # 4 REBAR FOUND;  
THENCE NORTH 89 DEGREES 58 MINUTES 36 SECONDS WEST 2990.26 FEET TO A # 5 REBAR SET WITH CAP STAMPED COA 014 ON THE WEST RIGHT OF WAY LINE OF LIVINGSTON ROAD;  
THENCE ALONG SAID RIGHT OF WAY LINE AS FOLLOWS: NORTH 01 DEGREES 33 MINUTES 00 SECONDS EAST 1109.98 FEET TO A CONCRETE RIGHT OF WAY MONUMENT;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 432.79 FEET, A RADIUS OF 1869.86 FEET, A CHORD BEARING OF NORTH 07 DEGREES 57 MINUTES 55 SECONDS EAST, AND A CHORD DISTANCE OF 431.83 FEET TO A CONCRETE RIGHT OF WAY MONUMENT;  
THENCE NORTH 15 DEGREES 09 MINUTES 30 SECONDS EAST 1098.69 FEET TO A CONCRETE RIGHT OF WAY MONUMENT;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 451.23 FEET, A RADIUS OF 2824.79 FEET, A CHORD BEARING OF NORTH 18 DEGREES 24 MINUTES 49 SECONDS EAST, AND A CHORD DISTANCE OF 450.75 FEET TO A # 5 REBAR SET WITH CAP STAMPED COA 014;  
THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 89 DEGREES 23 MINUTES 21 SECONDS EAST 2479.80 FEET TO THE POINT OF BEGINNING.

**EXHIBIT 8****Calculation of Latecomer Connection Charge****Overview**

The Calculation of the Latecomer Connection Charge is based on the investment by ADS in improvements to the City's water and sewer systems. The baseline for the calculation is the City's Water and Wastewater and Sewer System as of January 2025. The net change in the Water System and Wastewater and Sewer System assets funded by ADS are reflected in the projected capacity increases due to be operational by the dates listed in Exhibits 1, 2, and 3. The Latecomer Connection Charge considers both the investments made by ADS and the investments made by the City in prior years. The Latecomer Connection Charge assesses pre- and post-Project capacity to establish value for ADS's investment and the City's historic investments in the Water and Wastewater and Sewer System.

The formulas used to determine the Latecomer Connection Charge are separated by the two separate water system grade lines: the City-Grade Line and the Western-Grade Line. First, the Parties must confirm that a Water System customer qualifies as a Latecomer, as defined under this Agreement. A new Water System customer who funds an expansion in the capacity of the Water System equal to or greater than its projected water usage, at no cost to ADS, will not be considered a Latecomer or subject to the Latecomer Connection Charge, to the extent such Water System customer's actual water usage does not exceed the volume of the new, incremental Water System capacity funded by the new Water System customer. Additionally, if the water service capacity of the Water System is expanded by the City (*i.e.*, new facilities, equipment, water wells, or water tanks are built) at no cost to ADS by the incremental amount of a new Water System customer's water usage demand, the new Water System customer will not be considered a Latecomer or subject to the Latecomer Connection Charge as long as the new Water System customer's actual water usage does not exceed the volume of such new, incremental Water System capacity. Second, the City must determine if it has the capacity to serve the Latecomer. If a Water System customer is determined to be a Latecomer and if the City determines it has the capacity to serve such Latecomer, the location of the proposed Latecomer determines which formula to use, either the City-Grade Line Formula or the Western-Grade Line Formula. The Latecomer's location is determined by the point of connection(s) to either grade line.

The City has built resiliency into the capacity of the Water System and has over-designed both grade lines to satisfy a comfort level of meeting the capacity commitment as described in Exhibit 5. The Public Works Director and City Engineer at the time of the development of the agreement intentionally include this statement in the Agreement to provide guidance for future generations. Just because the capacity to serve formula may reveal an ability to serve, the Director advises that the resiliency strategies be preserved when considering growth by a Latecomer and regular city growth. The City reserves the right to make additional capacity improvements in the future to continue Economic Development growth and recruitment.

**Formulas for Calculating the Latecomer Connection Charge**

The first step in the Latecomer Connection Charge calculation is to determine the Latecomer Pro-Rata Share of Water System Capacity. The following formula shall be used: "Latecomer Demand" divided by "2027 System Capacity" = "Latecomer Pro-Rata Share of Water System Capacity" expressed as a percentage (%).

The second step in the Latecomer Connection Charge calculation is to determine Latecomer Pro-Rata Share as it relates to the capacity increases provided by ADS to the City's water system. The following Formula shall be used: "Latecomer Pro-Rata Share of Water System Capacity" times the "2027 ADS Contribution to Capacity percentage" = "Latecomer Pro-Rata Share" expressed as a percentage (%).

The third and final step in the Latecomer Connection Fee calculation is to determine the actual Latecomer Fee. The following formula shall be used: "Latecomer Pro-rata Share percentage" times the "2027

ADS Financial Contribution” = Latecomer Fee expressed in dollars and cents.

It is anticipated that there will be a final revision to the formulas for Calculating the Latecomer Connection Charge based on actual figures once all projects are complete. The formulas rely on the data included in the Tables below, including examples of how to use the formulas:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |                       |                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------|-----------------------------------|
| City of Ridgeland, Mississippi                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |                       |                                   |
| Latecomer Capacity to Serve and Fee Calculation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |                       | 2/28/2025                         |
| City Grade Line System Capacity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |                       |                                   |
| Water Wells                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Permit Capacity (gpm) | Permit Capacity (gph) | Permit Capacity * (gpd @ 12-hrs.) |
| School Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 570                   | 34,200                | 410,400                           |
| Peach Orchard                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 570                   | 34,200                | 410,400                           |
| Lake Harbour                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 715                   | 42,900                | 514,800                           |
| Charity Church                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 850                   | 51,000                | 612,000                           |
| Old Canton                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1,450                 | 87,000                | 1,044,000                         |
| Hardy Road **                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1,325                 | 79,500                | 954,000                           |
| Highland Colony Parkway                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1,500                 | 90,000                | 1,080,000                         |
| Total Existing System Well Capacity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 6,980                 | 418,800               | 5,025,600                         |
| South Livingston (AWS Funded \$8.0M)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1,500                 | 90,000                | 1,080,000                         |
| Colony Park Boulevard (AWS Funded \$8.8M)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1,500                 | 90,000                | 1,080,000                         |
| Total 2027 System Well Capacity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 8,655                 | 519,300               | 6,231,600                         |
| Water Tanks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |                       | Actual Capacity * (gals)          |
| Natchez Trace                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                       |                       | 300,000                           |
| Northpark                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |                       | 500,000                           |
| Old Canton                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |                       | 1,000,000                         |
| Hardy Road**                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                       |                       | 1,000,000                         |
| Highland Colony Parkway                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |                       | 1,000,000                         |
| Total Existing System Tank Capacity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                       |                       | 3,800,000                         |
| South Livingston (MCEDA Funded \$5.0M)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                       | 1,000,000                         |
| Colony Park Boulevard (AWS Funded \$5.0M)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |                       | 1,000,000                         |
| Total 2027 System Tank Capacity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |                       | 4,800,000                         |
| Total Existing System Capacity (gpd), City Grade Line System                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                       |                       | 8,825,600                         |
| 2027 AWS Contributions to Capacity (gpd), City Grade Line System                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |                       | 3,160,000                         |
| 2027 AWS Financial Contribution to City Grade Line System (\$)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |                       | \$23,300,000.00                   |
| Total 2027 System Capacity (gpd), City Grade Line System                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                       |                       | 11,031,600                        |
| *<br>The Mississippi State Department of Health strongly encourages all public water systems maintain an elevated storage equivalent to one day's usage and a well operating time less than 12-hours on peak demand days to avoid overloading the design capacity of the water system.                                                                                                                                                                                                                                                                                                                            |                       |                       |                                   |
| A public water system that is serving customers in excess of its design capacity is classified as overloaded by the Mississippi State Department of Health. It is a violation of the Mississippi Safe Drinking Water Act and the regulations of the Mississippi State Board of Health for a public water system to serve customers in excess of its design capacity. Public water systems, after officially being notified by the MSDH that they are overloaded, are prohibited from adding any additional customers until the overloaded condition is corrected by the construction of appropriate improvements. |                       |                       |                                   |
| **<br>Hardy Road's tank and well capacity is counted towards the City Grade Line system in existing capacity, and counted towards the Western Grade Line system in 2027 capacity.                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |                       |                                   |
| Table 1: Figures Used to Determine Pro-rata Share - City Grade Line                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                       |                       |                                   |

|                                                                                                                                                                                           |  |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| <b>LATECOMER CAPACITY CALCULATION</b>                                                                                                                                                     |  |  |  |
| <i>2027 Ridgeland City Grade Line Water System Capacity = 11,031,600 gpd</i>                                                                                                              |  |  |  |
| <i>( - ) Ridgeland Peak Day Water System Demand = 4,500,000 gpd</i>                                                                                                                       |  |  |  |
| <i>( - ) AWS Peak Day Water System Demand = 3,670,000 gpd</i>                                                                                                                             |  |  |  |
| <i><u>( - ) Latecomer Peak Day Water System Demand = (TBD) gpd</u></i>                                                                                                                    |  |  |  |
| <i>= Reserve Capacity = (TBD) gpd</i>                                                                                                                                                     |  |  |  |
| <i>Is Reserve Capacity &gt; 0 gpd ?</i>                                                                                                                                                   |  |  |  |
| <i>Yes = System has capacity to serve. No = System is overloaded.</i>                                                                                                                     |  |  |  |
| <b>EXAMPLE :</b>                                                                                                                                                                          |  |  |  |
| <i>A future development is proposed for a site on the City Grade Line System with a peak day water demand of 500,000 gallon per day. The Latecomer Capacity is calculated as follows:</i> |  |  |  |
| <i>2027 Ridgeland City Grade Line Water System Capacity = 11,031,600 gpd</i>                                                                                                              |  |  |  |
| <i>( - ) Ridgeland Peak Day Water System Demand = 4,500,000 gpd</i>                                                                                                                       |  |  |  |
| <i>( - ) AWS Peak Day Water System Demand = 3,670,000 gpd</i>                                                                                                                             |  |  |  |
| <i><u>( - ) Latecomer Peak Day Water System Demand = 500,000 gpd</u></i>                                                                                                                  |  |  |  |
| <i>= Reserve Capacity = 2,361,600 gpd &gt; 0 gpd</i>                                                                                                                                      |  |  |  |
| <b>System has capacity to serve.</b>                                                                                                                                                      |  |  |  |

Table 2: Latecomer Capacity Calculation - City Grade Line

|                                                                                                                                                                                                                                   |  |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| <b>LATECOMER FEE CALCULATION</b>                                                                                                                                                                                                  |  |  |  |
| <i>Latecomer Demand ÷ 2027 System Capacity = Latecomer Prorata Share of Water System Capacity</i>                                                                                                                                 |  |  |  |
| <i>Latecomer Prorata Share of Water System Capacity x 2027 AWS Contribution to Capacity %</i>                                                                                                                                     |  |  |  |
| <i>= <u>Latecomer Prorata Share %</u></i>                                                                                                                                                                                         |  |  |  |
| <i>Latecomer Prorata Share % x 2027 AWS Financial Contribution to City Grade Line System \$ = <u>Latecomer Fee \$</u></i>                                                                                                         |  |  |  |
| <b>EXAMPLE 1 :</b>                                                                                                                                                                                                                |  |  |  |
| <i>A future development is proposed for a site on the City Grade Line System with a peak day water demand of 500,000 gallon per day. This development would be required to pay a Latecomer Fee that is calculated as follows:</i> |  |  |  |
| <i>Latecomer Demand ÷ 2027 System Capacity x 2027 AWS Contribution to Capacity % = Latecomer Prorata Share %</i>                                                                                                                  |  |  |  |
| <i>500,000 ÷ 11,031,600 x 28.6 % = 1.30%</i>                                                                                                                                                                                      |  |  |  |
| <i>Latecomer Prorata Share % x 2027 AWS Financial Contribution to City Grade Line System \$ = <u>Latecomer Fee \$</u></i>                                                                                                         |  |  |  |
| <i>1.30% x \$23,300,000 = <u>\$302,900.00</u></i>                                                                                                                                                                                 |  |  |  |

Table 3: Latecomer Fee Calculation - City Grade Line



| <b>City of Ridgeland, Mississippi</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                              |                              |                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------|------------------------------------------|
| <b>Latecomer Capacity to Serve and Fee Calculation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |                              | 2/28/2025                                |
| <b>Western Grade Line System Capacity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                              |                              |                                          |
| <b>Water Wells</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Permit Capacity (gpm)</b> | <b>Permit Capacity (gph)</b> | <b>Permit Capacity * (gpd @ 12-hrs.)</b> |
| Samuels                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 750                          | 45,000                       | 540,000                                  |
| Western                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1,500                        | 90,000                       | 1,080,000                                |
| <b>Total Existing System Well Capacity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>2,250</b>                 | <b>135,000</b>               | <b>1,620,000</b>                         |
| Hardy Road ** (Existing City Well)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1,325                        | 79,500                       | 954,000                                  |
| <b>Total 2027 System Well Capacity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>3,575</b>                 | <b>214,500</b>               | <b>2,574,000</b>                         |
| <b>Water Tanks</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                              |                              | <b>Actual Capacity * (gals)</b>          |
| Western                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                              |                              | 500,000                                  |
| <b>Total Existing System Tank Capacity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                              |                              | <b>500,000</b>                           |
| Hardy Road ** (AWS Funded \$6.7M)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                              |                              | 500,000                                  |
| <b>Total 2027 System Tank Capacity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |                              | <b>1,000,000</b>                         |
| <b>Total Existing System Capacity (gpd), Western Grade Line System</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |                              | <b>3,074,000</b>                         |
| <b>2027 AWS Contributions to Capacity (gpd), Western Grade Line System</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                              |                              | <b>500,000</b>                           |
| <b>2027 AWS Financial Contributions to Capacity (\$) for Western Grade Line System Served by White Oak Creek Sewer Reach 16</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                              |                              | <b>\$10,400,000.00</b>                   |
| <b>2027 AWS Financial Contributions to Capacity (\$) for Western Grade Line System unserved by White Oak Creek Sewer Reach 16</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                              |                              | <b>\$6,700,000.00</b>                    |
| <b>Total 2027 System Capacity (gpd), Western Grade Line System</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                              |                              | <b>3,574,000</b>                         |
| <p><b>*</b></p> <p>The Mississippi State Department of Health strongly encourages all public water systems maintain an elevated storage equivalent to one day's usage and a well operating time less than 12-hours on peak demand days to avoid overloading the design capacity of the water system.</p> <p>A public water system that is serving customers in excess of its design capacity is classified as overloaded by the Mississippi State Department of Health. It is a violation of the Mississippi Safe Drinking Water Act and the regulations of the Mississippi State Board of Health for a public water system to serve customers in excess of its design capacity. Public water systems, after officially being notified by the MSDH that they are overloaded, are prohibited from adding any additional customers until the overloaded condition is corrected by the construction of appropriate improvements.</p> <p><b>**</b></p> <p>Hardy Road's tank and well capacity is counted towards the City Grade Line system in existing capacity, and counted towards the Western Grade Line system in 2027 capacity.</p> |                              |                              |                                          |
| <b>Table 4: Figures Used to Determine Pro-rata Share - Western Grade Line</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                              |                              |                                          |

LATECOMER CAPACITY CALCULATION

2027 Ridgeland Water System Capacity = 3,574,000 gpd  
( - ) Ridgeland Peak Day Water System Demand = 1,700,000 gpd  
( - ) Latecomer Peak Day Water System Demand = (TBD) gpd  
= Reserve Capacity = (TBD) gpd  
Is Reserve Capacity > 0 gpd ?  
Yes = System has capacity to serve. No = System is overloaded.

EXAMPLE:  
A future development is proposed for a site on the City Grade Line System with a peak day water demand of 500,000 gallon per day. The Latecomer Capacity is calculated as follows:

2027 Ridgeland Water System Capacity = 3,574,000 gpd  
( - ) Ridgeland Peak Day Water System Demand = 1,700,000 gpd  
( - ) Latecomer Peak Day Water System Demand = 500,000 gpd  
= Reserve Capacity = 1,374,000 gpd > 0 gpd  
System has capacity to serve.

Table 5: Latecomer Capacity Calculation - Western Grade Line



LATECOMER FEE CALCULATION

*Latecomer Demand ÷ 2027 System Capacity = Latecomer Prorata Share of Water System Capacity*

*Latecomer Prorata Share of Water System Capacity x 2027 AWS Contribution to Capacity %  
= Latecomer Prorata Share %*

*Latecomer Prorata Share % x 2027 AWS Financial Contributions to Capacity  
for Western Grade Line System Served/Unserved by White Oak Creek Sewer Reach 16 (\$) = **Latecomer Fee \$***

EXAMPLE 2:

*A future development is proposed for a site on the Western Grade Line System in an area within the White Oak Creek Reach 16 Sewershed has a peak day water demand of 500,000 gallon per day. This development would be required to pay a Latecomer Fee that is calculated as follows:*

*Latecomer Demand ÷ 2027 System Capacity x 2027 AWS Contribution to Capacity % = Latecomer Prorata Share  
500,000 ÷ 3,574,000 x 14.0% = 1.96%*

*Latecomer Prorata Share % x 2027 AWS Financial Contributions to Capacity for Western Grade Line System  
Served by White Oak Creek Sewer Reach 16 (\$) = **Latecomer Fee \$**  
1.96% x \$10,400,000 = **\$203,840.00***

EXAMPLE 3:

*A future development is proposed for a site on the Western Grade Line System in an area outside the White Oak Creek Reach 16 Sewershed has a peak day water demand of 500,000 gallon per day. This development would be required to pay a Latecomer Fee that is calculated as follows:*

*Latecomer Demand ÷ 2027 System Capacity x 2027 AWS Contribution to Capacity % = Latecomer Prorata Share  
500,000 ÷ 3,574,000 x 14.0% = 1.96%*

*Latecomer Prorata Share % x 2027 AWS Financial Contributions to Capacity for Western Grade Line System  
Unserved by White Oak Creek Sewer Reach 16 (\$) = **Latecomer Fee \$**  
1.96% x \$6,700,000 = **\$131,320.00***

|                                                         |  |  |  |
|---------------------------------------------------------|--|--|--|
|                                                         |  |  |  |
| Table 5: Latecomer Fee Calculation - Western Grade Line |  |  |  |

