BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION
STATE OF GEORGIA

Sustainable Newton, Sara and Randall ("Randy") Vinson, and Theodosia and William ("Billy") Wade, Petitioners, v. VoltaGrid, LLC, Respondent.	Docket No. 57243

Exhibit AG-4



LEGEND:

1. OPS CONTROL BUILDING
2. FUEL YARD
3. UREA YARD
4. IT
5. ICB
6. BUS BAR
7. GBS
8. TRANSFORMER
9. GENERATOR
10. SWITCHGEAR – FEEDER CIRCUIT BREAKER
11. MCC
12. AUXILIARY TRANSFORMER
13. BLACKSTART GENERATORS

NOTE:
GRADING, ROAD BACKGROUND PROVIDED BY SERVERFARM

GEORGIA REGISTERED No. PE035344 PROFESSIONAL ENGINEER ANDREW S GLEISNER

Digitally signed by Andrew Gleisner
Date: 2026.03.12 13:50:54-05'00'

Bowman Consulting Group, Ltd.
PEF006755
Exp. 6/30/2026

CONFIDENTIAL: THE INFORMATION CONTAINED HEREIN IS THE PROPRIETARY DATA OF VOLTAGRID LLC AND IS NOT FOR THE DISSEMINATION OR DISCLOSURE, IN WHOLE OR PART FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SUBMITTED EXCEPT AS AUTHORIZED IN WRITING BY VOLTAGRID LLC

VoltaGrid

TITLE : PLOT PLAN

NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECK	APPR
2	02/25/2026	ISSUED FOR CONSTRUCTION	CN	MA	BD
1	02/02/2026	ISSUED FOR CONSTRUCTION	CH	MA	BD
0	12/19/2025	ISSUED FOR CONSTRUCTION	CN	MA	BD

PROJECT NAME/NUMBER: SERVER FARM ATL2

DRAWING NO.: 25108102-001-MP-DRW-0300-001

SCALE: NONE

REV.: 2

NUMBER OF SHEET: 1 OF 1

City of Covington

BUILDING PERMIT APPLICATION

Date Received: _____

Received By: _____

Permit No.: _____

Invoice No.: _____

PLEASE COMPLETE THE FOLLOWING:

Commercial plan review fee: $250.00 Residential plan review fee: $75.00

Incomplete applications will be denied and returned to the applicant.

I. PROJECT INFORMATION:

Project Address: 10835 Hazelbrand Road NE, Covington, GA 30014

Parcel ID: 0080-083 Parcel Size (Acres): 3.5 Zoning District: M-2

Project Name: Server Farm ATL2

Description of Project: Containerized Natural Gas Reciprocating Generators

Permit Type: ☐ Residential ☐ Commercial ☒ Industrial ☐ Other

Project Type: ☒ New Construction ☐ Interior Build/Remodel ☐ Exterior Remodel ☐ Basement Finish

☐ In Ground Pool ☐ Shell Only ☐ Other _____

New Construction:
# of bedrooms: _____ # of full baths _____ # of half baths _____ detached __ attached _ garage

Project Cost/Valuation (excluding land cost): $50,000,000

Total Square Footage: 152,500

Intended Use of Structure(s): ☐ Single Family House ☐ Multifamily House ☐ Apartment

☐ Retail ☐ Restaurant ☐ Professional ☐ Other _____

Building Height: _____ Number of Levels: _____

Will a temporary power pole be needed? ☐ yes ☐ no Fire Sprinkler System Provided? ☐ yes ☐ no

Is the property located within a historic district? ☐ yes ☒ no
If yes, applicant must also submit proof of a Certificate of Appropriateness.

II. APPLICANT INFORMATION:

Name: Jenny Twentyman

Address: 10800 Telge Road, Houston Texas 77095

Phone: 346-820-4846 Email: Jenny.twentyman@voltagrid.com

Applicant is: ☐ Property Owner ☐ General Contractor ☐ Business Owner/Tenant

☐ Architect/Engineer ☒ Other Project Manager, VoltaGrid

City of Covington

BUILDING PERMIT APPLICATION

III. REQUIREMENTS:

☒ 1 full set of stamped building plans on 24" x 36" paper (including site layout plan, Tree Preservation Plan, backflow protection device and grease trap – if applicable)

☒ 2 separate sets of electrical plans (non-residential) ☒ 1 separate set of gas plans (non-residential)

☒ 1 set of digital plans in pdf format ☐ Plan review fee

☒ Signed affidavit ☒ Copy of state license ☒ Copy of business license ☒ Copy of driver's license

☒ Signed subcontractor affidavit for each subcontractor

☐ If structure is to be placed on a septic system, please provide proper documentation from the Newton County Health Department.

☐ If your home is in Covington's Historic Districts, you will need to complete a Certificate of Appropriateness **prior** to the completion of this application.

IV. CONSTRUCTION TYPE- IBC 503

☐ Type I (**Fire Resistive**) concrete and steel structure (including roof)

☐ Type II (**Non-Combustible**) steel or concrete walls – similar to Type I but roof material is combustible

☐ Type III (**Ordinary – Brick and Joist Structure**) masonry bearing walls with floors, structural framework and roof made of wood or other combustible material

☐ Type IV (**Heavy Timber**) masonry wall similar to Type II but interior consist of heavy timber

☐ Type V (**Wood Frame**) interior and exterior walls are wood framed

Exterior Building Material: ☐ Brick ☐ Stone ☐ Stucco/EIFS ☐ Other _____

Roofing Material: ☐ Metal ☐ Asphalt ☐ Other _____

V. CONTRACTOR INFORMATION:

Contractor Business Name: Applied Construction Solutions

Address: P.O. Box 340 Bridgeport, WV 26330

Qualifying Agent Name: Frank Annese

State License Number: GCCO009875 Expiration Date: 06/30/2028

License Type: ☒ General Contractor ☐ General Contractor-limited tier ☐ Residential Basic ☐ Residential/Light Commercial

Address: 5338 Shinnston Pike Meadowbrook, WV 26404

Phone: 304-423-8760 Email: Fannese@acs8760.com

Primary Contact for Project: Cody Palmer Phone: 351-234-8141

VI. GEORGIA LICENSED SUBCONTRACTOR INFORMATION:

Electrical Contractor

Business Name: United Electrical Services LLC Contact Name: Joesph Pratt

Address: PO Box 847 Jane Lew WV 26376

Qualifying Agent Name: Joesph Pratt

State Card number: EN219095 Expiration Date: 6/30/2026

Phone: 304-884-8142 Email: vicki@uesiwv.com

Plumbing Contractor

Business Name: Emcon Service, Inc. Contact Name: Allen Wilkins

Address: 250 Parkade Ct., Peachtree City, GA 30269

Qualifying Agent Name: Allen Wilkins

State Card number: MP208834 Expiration Date: 11/30/2028

Phone: 678-898-0397 Email: Allenwilkins@emconservices.com

Mechanical Contractor

Business Name: Emcon Service, Inc. Contact Name: Allen Wilkins

Address: 250 Parkade Ct., Peachtree City, GA 30269

Qualifying Agent Name: Allen Wilkins

State Card number: CN209299 Expiration Date: 11/30/2027

Phone: 678-898-0397 Email: Allenwilkins@emconservices.com

Low Voltage Contractor

Business Name: United Electrical Services LLC Contact Name: Joesph Pratt

Address: PO Box 847 Jane Lew WV 26376

Qualifying Agent Name: Joseph E Pratt

State Card number: EN219095 Expiration Date: 6/30/2026

Phone: 304-884-8142 Email: vicki@uesiwv.com

City of Covington

BUILDING PERMIT APPLICATION

I do hereby certify that I am responsible for each required licensed subcontractor to hold a current Georgia subcontractor license and local business license where the business is located from. It is my sole responsibility to notify the City of Covington Planning and Zoning Department in writing of any change in the status of myself as the contractor or any subcontractor performing work listed on this page. Any false information or representation will be prosecuted under all applicable laws and ordinances.

General Contractor: _____ Date: 4-3-26

Sworn to and subscribed before me on this 3 day of April, 2026

Notary: Tammy Davis Keough

Notary Seal

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Tammy Davis Keough
59 Gladstone Drive, Clarksburg WV 26301
My Commission Expires February 21, 2027

VII. PROPERTY OWNER AFFIDAVIT: SF ATL 2, LLC

I, Ander Paporchado on behalf of, the owner of the subject property identified in this application, do hereby authorize VoltaGrid and Emcon Services to act on my behalf in all matters pertaining to the processing and approval of this application, including modifying the project accordingly to the terms and conditions set forth by the City of Covington. I agree to be bound by all representatives and agreements made by my designated representative. If this relationship changes at any time prior to the completion of this project, it is my sole responsibility to notify the City of Covington Planning and Development Department of said change in writing.

Name of Property Owner(s): SF ATL 2, LLC

Mailing Address: PO Box 2156, El Segundo, CA 90245

Phone: 972.259.7100 Email: brent.v@sfrdc.com

Signature of Owner: _____ Date: March 26, 2026

Sworn to and subscribed before me on this 26 day of MARCH, 2026

Notary: Susan Schwartz

SUSAN SCHWARTZ, NOTARY PUBLIC

Notary Seal

SUSAN SCHWARTZ
Notary Public - California
Los Angeles County
Commission # 2495257
My Comm. Expires Aug 18, 2028

City of Covington

BUILDING PERMIT APPLICATION

NO PERMIT WILL BE SUBMITTED FOR REVIEW UNTIL THE PLAN REVIEW IS PAID.

NO PERMIT WILL BE ISSUED UNTIL THE PROPERTY OWNER AFFADAVIT IS SIGNED.

NO INSPECTION WILL BE PERFORMED UNTIL THE SUBCONTRACTOR AFFIDAVIT IS COMPLETED AND ON FILE.

PRIOR TO THE CERTIFICATE OF OCCUPANCY BEING ISSUED FOR NON-RESIDENTIAL CONSTRUCTION, THE APPLICANT SHALL PROVIDE THE FIRE MARSHAL AND BUILDING INSPECTOR A COPY OF THE FINAL APPROVED PLANS IN .PDF FORMAT. THESE FILES MAY BE DIRECTLY EMAILED TO THE RECIPIENTS.

**** FOR OFFICIAL USE ONLY ****

PLANNING & DEVELOPMENT	**File #**		**Fee Received:** ☐	
☐ **Approved** _____ ☐ **Denied** _____	☐ **Approved with remarks**	Is this property located within Covington's Historic District? ☐ Yes, ☐ No		

STATE OF GEORGIA
Brad Raffensperger, Secretary of State
State Licensing Board for Residential and Commercial General Contractors
Commercial General Contractor Company
LICENSE NO. GCCO009875
Applied Construction Solutions, Inc.
5338 Shinnston Pike
Meadowbrook, WV 26404
Qualifying Agent: Frank Annese
Qualifying Agent License No: GCQA009828
Expiry Date - 06/30/2028
Status - Active

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the GOALS Portal https://goals.sos.ga.gov/.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia Professional Licensing Boards Division
3920 Arkwright Rd, Suite 195
Macon, GA 31210
Phone: (404) 424-9966
https://goals.sos.ga.gov/.

STATE OF GEORGIA
Brad Raffensperger, Secretary of State
State Licensing Board for Residential and Commercial General Contractors
Commercial General Contractor Company
LICENSE NO. GCCO009875
Applied Construction Solutions, Inc.
5338 Shinnston Pike
Meadowbrook, WV 26404
Qualifying Agent: Frank Annese
Qualifying Agent License No: GCQA009828
Expiry Date - 06/30/2028
Status - Active

Control Number : 25205595

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Applied Construction Solutions, Inc. of WV
a **Foreign Profit Corporation**

has been duly formed under the laws of **West Virginia** and has filed an application meeting the requirements of Georgia law to transact business as a **Foreign Profit Corporation** in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above **Foreign Profit Corporation** is hereby granted, on **10/17/2025**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **10/23/2025**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

APPLICATION FOR CERTIFICATE OF AUTHORITY

Electronically Filed
Secretary of State
Filing Date: 10/17/2025 10:55:19 AM

BUSINESS INFORMATION

CONTROL NUMBER	25205595
BUSINESS NAME	Applied Construction Solutions, Inc. of WV
BUSINESS TYPE	Foreign Profit Corporation
EFFECTIVE DATE	10/17/2025
HOME JURISDICTION	West Virginia
NAME IN HOME JURISDICTION	Applied Construction Solutions, Inc.
DATE OF FORMATION IN HOME JURISDICTION	03/11/1981
COMMENCEMENT DATE IN GEORGIA	10/17/2025

PRINCIPAL OFFICE ADDRESS

ADDRESS	5338 Shinnston Pike, Meadowbrook, WV, 26404, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Cogency Global Inc.	900 Old Roswell Lakes Parkway, Suite 310, Roswell, GA, 30076, USA	Fulton

OFFICER(S)

NAME	TITLE	ADDRESS
David B. Alvarez	CEO	5338 Shinnston Pike, Meadowbrook, WV, 26404, USA
Manuel Alvarez, III	SECRETARY	5338 Shinnston Pike, Meadowbrook, WV, 26404, USA
Manuel Alvarez, III	CFO	5338 Shinnston Pike, Meadowbrook, WV, 26404, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	David B. Alvarez
AUTHORIZER TITLE	Officer

State of West Virginia

Certificate

I, Kris Warner, Secretary of State of the State of West Virginia, hereby certify that

APPLIED CONSTRUCTION SOLUTIONS, INC.

was incorporated under the laws of West Virginia and a Certificate of Incorporation was issued by the West Virginia Secretary of State's Office on March 11, 1981.

I further certify that the corporation has not been revoked or administratively dissolved by the State of West Virginia nor has the West Virginia Secretary of State issued a Certificate of Dissolution to the corporation.

Accordingly, I hereby issue this Certificate of Existence

CERTIFICATE OF EXISTENCE

Validation ID:3WV6T_4N3TP

Given under my hand and the Great Seal of the State of West Virginia on this day of

October 16, 2025

Secretary of State

Notice: A certificate issued electronically from the West Virginia Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Validation Page of the Secretary of State's Web site, https://apps.wv.gov/sos/businessentitysearch/validate.aspx entering the validation ID displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate.


WEST VIRGINIA USA
NOT FOR REAL ID PURPOSES
DRIVER'S LICENSE
GOVERNOR: James C. Justice, II
4d DL NO. E945084
4b Exp 02/23/2027
3 DOB 02/23/1982
1 ANNESE
2 FRANK LEONARD
8 1214 COPLIN RUN RD
BRIDGEPORT, WV 26330-0000
9 Class D
9a End NONE
12 Restr 2
15 Sex M
16 Hgt 5'-11"
4a Iss 02/28/2022
18 Eyes BRO
17 Wgt 160 lb
5 DD 022382AF2723
02/23/82

September 3, 2025

From: City of Covington
Re: Load Ramp Natural Gas Plan for Serverfarm Data Center Facility in Covington, GA

Dear Serverfarm LLC:

The City of Covington, a city of the first class in Newton County, Georgia, is strategically located along Interstate 20 and is well positioned for continued growth. The City of Covington is committed to fostering development by creating a favorable business environment to attract new enterprises and support the expansion of existing businesses.

The City of Covington partners with the Municipal Gas Authority of Georgia (Gas Authority), a joint action agency comprised of municipalities across Georgia and other states, to ensure reliable and competitive energy solutions. The City of Covington owns and operates its own natural gas distribution system serving Newton County.

The City of Covington is undertaking the actions required to support and facilitate the delivery of natural gas to serve the proposed data center, which, located at 10835 Hazelbrand Road, is within the City of Covington's service territory. These actions include due diligence related to upgrading existing infrastructure and construction of new natural gas facilities. All costs associated with these actions will be borne by Serverfarm to support the natural gas requirements of Serverfarm's power generation facilities for the proposed data center.

Serverfarm has provided a projected load ramp (Exhibit A) based on anticipated energy requirements. The City's natural gas infrastructure is capable of delivering up to 750 Dth/hour to the proposed data center with the implementation of Phase 1, as described below.

This capacity is contingent upon evaluation by Transco of the City Gate Meter and any associated upgrades whether may be required at the applicable intersection point. The parties will address any needed upgrades, if any, through coordinated financial, procurement, and implementation measures (Phase 2) to ensure timely delivery consistent with Serverfarm's customer requirements.

Phase 1 System Improvements (Required)

- **Estimated Cost:** $1.1 million (to be borne by Serverfarm).
- **Firm Supply:** 750 Dth/hour upon commission.
- **Payment Terms:**
  - $550,000 due within 14 days of execution of the Natural Gas Facilities Agreement.
  - Balance of actual project cost is due within 30 days of commissioning.

Scope of Work:

- Construct 6-inch diameter crossover gas mains to connect the existing 8-inch Tap-line to the existing 6-inch Tap-line at one location on Hwy 81. $150K
- Construct approximately 1,200 linear feet of 2-inch diameter gas main from the 6-inch gas main on E. Bonnell St. to the traffic circle at Bob Williams Pkwy & Keegan Ct. $200K
- Construct 3,600 linear feet of 6-inch gas main on Hazelbrand Rd, from Hwy. 142 to the customer's meter station. $450K
- Construct an industrial Pressure Regulating and Metering Station at the Hazelbrand Rd project site. $300K
  Reduce operating pressure to 100 psi for the southern portion of the gas system supplied through the Piper Road regulator station. No fees associated with this item.

Phase 2. Potential City Gate Meter Improvements (If needed, pending analysis and confirmation by Transco)

Pending analysis by Transco and as needed

- **Estimated Cost:** $50k-1.5M (to be borne by Serverfarm).
- **Firm Supply: 750 Dth/hour** upon commission.
- **Timing: November 2026**
- **Payment Terms:**
    - Initial remittance of $[to be determined] due within 14 days of execution of the Natural Gas Facilities Agreement.
    - Balance of actual project cost due within 30 days of commissioning.

Scope of Work:

1. Orifice Plate Swap $50K
2. Swapping of Pressure Regulation System $200K – 500K
3. Replacing the meter $1MM-1.5MM.

- Transco costs estimates were determined by Serverfarm and not the City of Covington. If the actual costs are greater than listed above, the City of Covington is not liable for the difference in costs associated for Phase 2.

The execution and delivery of the final documents pertaining to this letter are expressly conditioned upon the approval of the City of Covington. This letter does not constitute a binding commitment by the City of Covington with respect to natural gas service to the data center project or any other transaction. Furthermore, this letter is not intended to obligate City of Covington to enter into any contract or agreement with any other party.

Sincerely,

Mike Jewell
Natural Gas Director
City of Covington

EXHIBIT A

Project Completion	March 1, 2026. Underground infrastructure. Timeline to meet the hourly load requirements is subject to Transco's city gate station analysis and review.
Firm natural gas Capacity	

	Mcf/hr		Mcf/hr		Mcf/hr
Jan-26	0	Jan-27	287	Jan-28	260
Feb-26	0	Feb-27	309	Feb-28	240
Mar-26	0	Mar-27	382	Mar-28	260
Apr-26	20	Apr-27	463	Apr-28	280
May-26	20	May-27	551	May-28	300
Jun-26	20	Jun-27	607	Jun-28	300
Jul-26	20	Jul-27	717	Jul-28	0
Aug-26	20	Aug-27	300	Aug-28	0
Sep-26	110	Sep-27	300	Sep-28	0
Oct-26	165	Oct-27	300	Oct-28	0
Nov-26	206	Nov-27	280	Nov-28	0
Dec-26	257	Dec-27	280	Dec-28	0

Utility grid transition in August 2027.
Utility grid full integration July 2028. Gas volumes go to zero.

COST REIMBURSEMENT AGREEMENT

This Cost Reimbursement Agreement (this "**CRA**") between SF ATL2, LLC dba SF ATL2 (DE), LLC ("**CUSTOMER**") and City of Covington, Georgia ("**CITY**") is effective as of the last date signed below (the "**Effective Date**").

RECITALS

(A) CUSTOMER is developing a data center at 10835 Hazelbrand Road, Covington, Georgia (the "**DATA CENTER**").

(B) CITY owns and operates a natural gas distribution system for the purpose of providing firm and interruptible natural gas sales service to its citizens and customers.

(c) CITY is a member city of the Municipal Gas Authority of Georgia and a customer of Williams Transco Company ("**TRANSCO**"), and maintains firm capacity on the pipeline for natural gas supply and has interruptible natural gas transportation agreements on TRANSCO's natural gas pipeline.

(D) CUSTOMER and CITY are negotiating a Natural Gas Facilities Agreement (the "**AGREEMENT**") for CITY to construct pipeline infrastructure for a new high pressure gas main and TRANSCO take point meter for the Data Center (the "**INFRASTRUCTURE PROJECT**").

(B) Before the AGREEMENT is signed, CUSTOMER has requested that CITY take certain actions (the "**Early Start Actions**") and incur certain out-of-pocket costs (the "**Costs**") as outlined in Exhibit A: Early Start Actions and Cost Summary.

AGREEMENT

1. Early Start Actions. CITY will diligently proceed with performing the Early Start Actions unless and until the Negotiation End Date occurs. CITY will provide CUSTOMER with reasonable and regular updates about the progress of the Early Start Actions and any Costs incurred, and copies of any documents that are reasonably requested by CUSTOMER relating to the Early Start Actions or Costs.

2. Reimbursement; Exclusions.

(a) Reimbursement. If CUSTOMER and CITY do not each sign the AGREEMENT on or before (1) September 30, 2025, or (2) if earlier, the effective date of any termination notice delivered by CUSTOMER under Section 3 below (the earlier of (1) or (2), the "**Negotiation End Date**"), then, subject to clauses (b) and (c) of this Section, CUSTOMER will reimburse CITY for all Costs incurred by CITY up to a maximum aggregate amount set forth in Exhibit A: Early Start Actions and Cost Summary (the "**Reimbursement Cap**"), within 45 days after CUSTOMER receives CITY's invoice and written evidence of all Costs incurred. CITY will issue its invoice as soon as reasonably practicable after the Negotiation End Date. CITY will not be entitled to reimbursement of any costs or expenses, or to any compensation, other than reimbursement of the Costs. CITY will, in accordance with generally accepted accounting principles, keep copies of all books and records relating to the Costs for no fewer than seven years.

(b) Excluded Costs. Notwithstanding anything to the contrary in this CRA, the following costs, expenses, and amounts will be excluded from the Costs, and CUSTOMER will not be obliged to reimburse CITY for any of the following amounts:

(i) any cost or expense that CITY has neither paid nor become obliged to pay to a third party (to avoid doubt, excluding an Affiliate) as of the Negotiation End Date;

(ii) any cost or expense related to any Action that CITY failed to perform;

(iii) any cost or expense not directly related to the INFRASTRUCTURE PROJECT;

(iv) any cost or expense to the extent paid by CITY as a result of a breach, default, or late payment by CITY pursuant to any agreement with any party;

(v) any construction or project management overhead or construction or project management fee payable to CITY or its affiliates;

(vi) any cost or expense in excess of any applicable cap specified in Exhibit A: Early Start Actions and Cost Summary, or any amount in excess of the Reimbursement Cap;

(vii) 100% of the Costs if CITY fails to obtain approval of the AGREEMENT from the Council for the City of Covington;

(viii) 100% of the Costs if, in negotiating the AGREEMENT, CITY fails to honor the key business and economic terms as outlined in Exhibit B: Key Agreement Terms; and

(ix) any cost, expense or amount whatsoever if CUSTOMER terminates this CRA and negotiations of the AGREEMENT following a breach of CITY's obligations under this CRA (including, for the avoidance of doubt, CITY's failure to participate in good faith negotiations of the AGREEMENT with CUSTOMER).

3. Exclusivity; Limited Use; Termination.

(a) Negotiation End Date. CUSTOMER may extend the Negotiation End Date by 30 additional days by providing CITY with at least 7 days' prior notice.

(b) Termination.

(i) If CUSTOMER and CITY execute the AGREEMENT, this CRA will automatically terminate and have no further force or effect, and CUSTOMER will have no obligation to reimburse the Costs except as specified in the AGREEMENT.

(ii) CUSTOMER may terminate this CRA and AGREEMENT negotiations at any time by giving CITY written notice; provided CUSTOMER's reimbursement obligations under Section 2 (a) shall survive such termination.

(c) Subsequent Actions. Immediately after the Negotiation End Date, CITY will (i) use commercially efforts to terminate all existing contractual obligations related to the Early Start Actions and minimize any Costs, and (ii) cease all Early Start Actions.

4. Taxes. CITY may charge and CUSTOMER will pay applicable taxes that CITY is legally obligated to charge on the reimbursement of any Costs. CITY's invoice to CUSTOMER must state taxes separately. CITY will comply with all applicable tax filing and reporting requirements with respect to any reimbursement payments under this CRA. CUSTOMER may provide CITY with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case CITY will not charge or collect the Taxes covered by that certificate.

5. Confidentiality. Subject only to the disclosure requirements of the Georgia Open Records Act, the parties will comply with the terms of any nondisclosure agreement between them or their affiliates.

6. Waiver of Consequential Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES, EXCEPT FOR LIABILITY ARISING OUT OF ITS FRAUD OR ITS DELIBERATE, RECKLESS, OR WILLFUL MISCONDUCT, INCLUDING DELIBERATE BREACH OF THIS AGREEMENT.

7. Governing Law; Venue. This CRA shall be interpreted in accordance with the laws of the State of Georgia, and the Superior Court of Newton County, Georgia, shall have jurisdiction concerning any disputes hereunder.

8. Notices. Notices under this CRA will be provided via email at the address written below and deemed delivered on the day sent if sent during standard business hours or otherwise on the next business day.

9. Miscellaneous. Neither party may assign or transfer all or any part of this CRA without the other party's prior written consent. Nothing in this CRA will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither party has the authority to contract for or bind the other party. This CRA may not be modified except by written amendment signed by each party. This CRA constitutes entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, and representations, written or oral, regarding its subject matter. This CRA may be signed electronically in counterparts, each of which will be deemed an original, but all of which together will be deemed to be the same agreement.

This CRA is signed by duly authorized representatives of the parties.

CITY		**CUSTOMER**	
By:	_____	By:	_____
Name:	_____	Name:	Avner Papouchado
Title:	_____	Title:	CEO
Date:	_____	Date:	_____

Email for Notices:

MJewell@cityofcovington.org

Email for Notices: Notices@sfrdc.com

Exhibit A: Early Start Actions and Cost Summary

Early Start Actions	Costs
Construct 6-inch diameter crossover gas mains to connect the existing 8-inch tap-line to the existing 6-inch Tap-line at three locations on Highway 81.	$150,000
Construct 1,200 linear feet of 6-inch diameter gas main from the 6-inch gas main on East Bonnell Street to the traffic circle at Bob Williams Parkway and Keegan Court.	$200,000
Construct 3,600 linear feet of 6-inch gas main on Hazelbrand Road, from Highway 142 to CUSTOMER's meter station.	$450,000
Construct an industrial Pressure Regulating and Metering Station at the Hazelbrand Road project site.	$300,000
Reimbursement Cap	$1,100,000.00

Will add 2.A/2.B as needed

Exhibit B: Key Agreement Terms

Project Completion	March 1, 2026. Underground infrastructure. Timeline to meet the hourly load requirements is subject to Transco's city gate station analysis and review.
Firm natural gas Capacity	

	Mcf/hr		Mcf/hr		Mcf/hr
Jan-26	0	Jan-27	287	Jan-28	260
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Utility grid transition in August 2027.
Utility grid full integration July 2028. Gas volumes go to zero.

NATURAL GAS FACILITIES AGREEMENT

THIS NATURAL GAS FACILITIES AGREEMENT (hereinafter referred to as this "AGREEMENT) is made in triplicate and effective as of September ___, 2025 by and between SF ATL2, LLC dba SF ATL2 (DE), LLC (hereinafter referred to as "**CUSTOMER**"), and the City of Covington, Georgia (hereinafter referred to as "**CITY**"), a municipal corporation of the State of Georgia.

WITNESS ETH

WHEREAS, CITY and CUSTOMER have entered, or will enter, into a certain Natural Gas Transportation Agreement (hereinafter referred to as the "**TRANSPORTATION AGREEMENT**") providing for certain natural gas services: and

WHEREAS, CITY owns and operates a natural gas distribution system for the purpose of providing firm and interruptible natural gas sales service to its citizens and customers; and

WHEREAS, CITY is a member city of the Municipal Gas Authority of Georgia (hereinafter referred to as "**MGAG**") and is a customer of Williams Transco Company (hereinafter referred to as "**TRANSCO**"), maintains firm capacity on the pipeline for natural gas supply and has interruptible natural gas transportation agreements on TRANSCO's natural gas pipeline; and

WHEREAS, CUSTOMER has requested that CITY build a new high pressure gas main and TRANSCO take point meter to serve CUSTOMER;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto hereinafter set forth, and other good and valuable consideration, it is agreed by and between the parties hereto as follows:

1. CUSTOMER has engaged CITY to construct pipeline infrastructure (hereinafter known as "**INFRASTRUCTURE**" and as further defined below) to deliver natural gas to CUSTOMER's beneficial use facility located at 10835 Hazelbrand Road, Covington, Georgia.

   INFRASTRUCTURE Defined: INFRASTRUCTURE encompasses the pipeline itself and all standard accessories required such as (for example) regulator stations, valves, cathodic protection, coating, etc., as further defined in the Engineering Technical Specifications, from TRANSCO to the outlet of the gas meter set at CUSTOMER's location.

2. CUSTOMER will pay for the INFRASTRUCTURE project in its entirety in each phase as shown in Exhibit A. The parties will update Exhibit A in writing by mutual agreement if CITY must incur additional amounts in connection with the INFRASTRUCTURE project (for example, if there are additional costs associated with the upgrade or replacement of CITY take point meter and tap on TRANSCO, surveying, or construction permits).

3. The INFRASTRUCTURE project extends from CITY's take point meter with TRANSCO to the outlet of the gas meter set at CUSTOMER's location, as described in the TRANSPORTATION AGREEMENT.

4. CITY shall engage with its engineering firm for designing, engineering, and constructing all INFRASTRUCTURE necessary for CUSTOMER to receive natural gas from CITY and CUSTOMER will pay for all engineering costs detailed in Exhibit A.

5. CITY will develop a summarized listing of project requirements ("**Engineering Technical Specifications**") as a guide for common agreement for best construction practices. CITY will provide CUSTOMER with a copy of the Engineering Technical Specifications for CUSTOMER's review. The Engineering Technical Specifications shall include and incorporate detailed descriptions of the INFRASTRUCTURE.

6. CITY will engage with engineering firm for surveying, construction permits and right-of-way acquisition.

7. The Project Completion, as defined below, shall occur no later than **April 1, 2026**, unless otherwise extended in writing by mutual agreement of the parties. Timely Project Completion of the Infrastructure Project is a material obligation of this Agreement.

   Project Completion Defined: The INFRASTRUCTURE project shall be considered completed only after the Ownership and Maintenance requirements are approved by CITY officials, the INFRASTRUCTURE is tied into the existing CITY main, and the INFRASTRUCTURE is operational at full pressure.

8. Upon Project Completion, CITY will own, operate, and maintain the INFRASTRUCTURE and shall pay all taxes, insurance, and other direct and indirect costs associated with ownership, operations, and maintenance of such INFRASTRUCTURE.

9. Gas supply, transportation rates, fees, and other charges associated with the delivery of natural gas from CITY to CUSTOMER will be handled through the TRANSPORATION AGREEMENT.

10. The firm natural gas capacity shall be XXXMCF Per Hour (Addition here based on engineering feedback).

11. CITY will invoice CUSTOMER in arrears for amounts set for any work and any preapproved expenses incurred during the previous month. CUSTOMER will pay CITY all undisputed charges within 45 days of its receipt of an invoice. CUSTOMER will reimburse CITY in a timely manner for any reasonable, out-of-pocket expenses preapproved by CUSTOMER in writing that were actually incurred in the course of CITY's performance of this Agreement. CITY will provide written receipts with all invoices for approved expenses.

12. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES, EXCEPT FOR LIABILITY ARISING OUT OF ITS FRAUD OR ITS DELIBERATE, RECKLESS, OR WILLFUL MISCONDUCT, INCLUDING DELIBERATE BREACH OF THIS AGREEMENT.

13. This Agreement shall be interpreted in accordance with the laws of the State of Georgia and the Superior Court of Newton County, Georgia shall have jurisdiction concerning any disputes hereunder.

14. Notices under this Agreement will be provided via email at the address written below and deemed delivered on the day sent if sent during standard business hours or otherwise on the next business day.

15. Nothing in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party has the authority to contract for or bind the other party.

16. This Agreement may not be modified except by written amendment signed by each party.

17. This Agreement constitutes entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, and representations, written or oral, regarding its subject matter.

18. This Agreement may be signed electronically in counterparts, each of which is deemed an original, but all of which together are deemed to be the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names and on behalf of their proper officers and officials thereunto duly authorized as of the day and year written below.

Signed this___ day of September, 2025.

ATTEST:	**CITY OF COVINGTON**
_____	_____
By: _____	By: _____
As its: _____	As its: _____
	Email for notices: _____@_____
ATTEST:	**SF ATL2, LLC dba SF ATL2 (DE), LLC**
_____	_____
By: _____	By: Avner Papouchado
As its: _____	As its: President
	Email for notices: Notices@sfrdc.com

EXHIBIT A
NATURAL GAS FACILITIES AGREEMENT

Phase 1 System Improvements (Required)

- **Estimated Cost:** $1.1 million (to be borne by Serverfarm).
- **Firm Supply Guarantee:** 400 Dth/hour upon commission.
- **Payment Terms:**
    - $550,000 due within 14 days of execution of the Natural Gas Facilities Agreement.
    - Balance of actual project cost due within 30 days of commissioning.

Scope of Work:

- Construct 6-inch diameter crossover gas mains to connect the existing 8-inch Tap-line to the existing 6-inch Tap-line at three locations on Hwy 81. $150K
- Construct 1,200 linear feet of 6-inch diameter gas main from the 6-inch gas main on E. Bonnell St. to the traffic circle at Bob Williams Pkwy & Keegan Ct. $200K
- Construct 3,600 linear feet of 6-inch gas main on Hazelbrand Rd, from Hwy. 142 to the customer's meter station. $450K
- Construct an industrial Pressure Regulating and Metering Station at the Hazelbrand Rd project site. $300K

Phase 2.A Improvements (if required and with written approval from Serverfarm)

- **Estimated Cost:** $7.1 million (in addition to Phase 1).
- **Firm Supply Guarantee: XXX Dth/hour** upon commissioning.
- **Timing: November 2026**
- **Payment Terms:**
    - Initial remittance of $[to be determined] due within 14 days of execution of the Natural Gas Facilities Agreement.
    - Balance of actual project cost due within 30 days of commissioning.

Scope of Work:

1. Construct 25,000 linear feet of 12-inch diameter gas main from Transco's Delivery Point to the intersection of Hwy 81 and Hwy 142. ($7MM)
2. Connect the new 12-inch main to the 6-inch crossover mains along Hwy 81, enabling uniform pressure across all tap-lines. (100K)

Phase 2.B Improvements (if required and with written approval from Serverfarm)

- **Estimated Cost:** $X.X million (in addition to Phase 1).
- **Firm Supply Guarantee: XXX Dth/hour** upon commissioning.
- **Timing: November 2026**
- **Payment Terms:**
    - Initial remittance of $[to be determined] due within 14 days of execution of the Natural Gas Facilities Agreement.
    - Balance of actual project cost due within 30 days of commissioning.

Scope of Work:

Transco minor adjustments (like orifice plate swaps or regulator setting changes)

Upon recording return to:
SF ATL2, LLC
444 North Nash St.,
El Segundo, CA 90245
Attn: General Counsel

STATE OF GEORGIA
COUNTY OF NEWTON

UTILITY EASEMENT

THIS GRANT OF EASEMENT is made as of November ___, 2025, from SF ATL2, LLC, (dba SFL ATL2 (DE), LLC, a Delaware limited liability company, having an address of 444 North nash St, El Segundo, CA 90245, as party of the first part (hereinafter called "**Grantor**") to THE CITY OF COVINGTON, a Georgia municipal corporation, having an address of _____, as party of the second part (hereinafter called "**Grantee**").

WITNESSETH:

That the Grantor, for and in consideration of the recitals herein contained, and the sum of ONE DOLLAR ($1.00) and other valuable consideration, cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof being hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee, to its successors and assigns, a perpetual, non-exclusive easement over, across and under the property of Grantor located in the City of Covington, Newton County, Georgia, as more particularly described as follows:

> Street Address: **10835 Hazelbrand Road, Covington, Newton County, GA**
> Newton County Tax Parcel Number: **Short Parcel Number of 0080 083**
> Being a portion of the real property described in the: **Limited Warranty Deed from Hazelbrand Industrial, LLC to party of the first part dated September 16, 2025 and recorded September 23, 2025 at Deed Book 4764, page 822 of Official Records** (the "**Property**")**.**
> Easement Area description: attached hereto and by reference incorporated herein and by reference made a part hereof: See description on attached **Exhibit A** (the "**Easement Area**").

Grantor does hereby covenant with Grantee that Grantor is the owner of record and is lawfully seized and possessed of the property above described, and has a good and lawful right to convey said property, or any part thereof or interest therein, and will forever warrant and defend title thereto against the lawful claims of all persons whomsoever. Grantor further covenants that no buildings or permanent structures will be constructed upon, over or across the Easement Area.

Grantor further covenants that no changes will be made to the surface within or adjoining the permanent easement that would create a condition whereby standing water would accumulate upon, over or across the Easement Area without the prior permission of the Grantee.

The foregoing grant includes a temporary construction easement, lasting for a period of 12 months from the date of recordation hereof, over the easement area and such of Grantor's adjacent property as reasonably necessary in consultation with Grantor for Grantee to complete construction of the contemplated improvements.

The easement granted by the instrument is to provide and install in the Easement Area located on the premises a service line and all necessary fitting and equipment to deliver gas to the meter location therein, and for and maintenance of certain Grantee facilities located on the within described Easement Area, together with the right to go upon the Property and Easement Area to inspect, maintain, and repair such Grantee facilities as may from time to time be necessary, with all the rights and appurtenances to said easement appertaining thereto. It is understood the service line and all equipment shall be and remain the property of Grantee, and that Grantee shall have the right to enter the Easement Area at any time for all purposes connected with the service of gas and repair of said service line and equipment, and if gas service shall be discontinued on said premises for any cause, then Grantee shall have and is hereby given the right to enter thereon at any time to remove and repossess itself of said service line and all said equipment, all damages and costs in connection therewith and Grantee's exercise of any right herein being hereby expressly waived. Grantor agrees to protect Grantee's property on said premises and will not tamper with or remove such property or permit same to be done without Grantee's consent.

Notwithstanding the foregoing, should gas service to the Property cease, at the request of Grantor, Grantee will abandon or removed its facilities and equipment in its discretion and notify Grantor of its election with respect thereto within 180 days, and following such election the easement herein shall expire and terminate.

It is agreed by the Grantee that it will maintain the aforesaid facilities structures in a workmanlike manner and upon the completion of any such maintenance will remove from the property all debris of all types resulting from such maintenance from the Property.

TO HAVE AND TO HOLD the said described easement unto Grantee, its successors and assigns, so that neither the Grantor nor the Grantor's successors and assigns, nor any other person or entity claiming under the Grantor, shall at any time have, claim or demand any right, title or property interest interfering with the aforesaid easement or its appurtenances.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Grantor has executed this Utility Easement under seal, the day and year first above written.

Signed, sealed or delivered
In the presence of:

SF ATL2, LLC, dba SF ATL2 (DE), LLC,
a Delaware limited liability company

_____
Unofficial Witness

By: _____
Avner Papouchado
CEO and President

Notary Public:
& Notary Seal

California Statutory Mandated Notary Acknowledgement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On _____, 2025 before me, _____, Notary Public, personally appeared Avner Papouchado, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature

(seal)

Notary Public:
My commission expires: _____

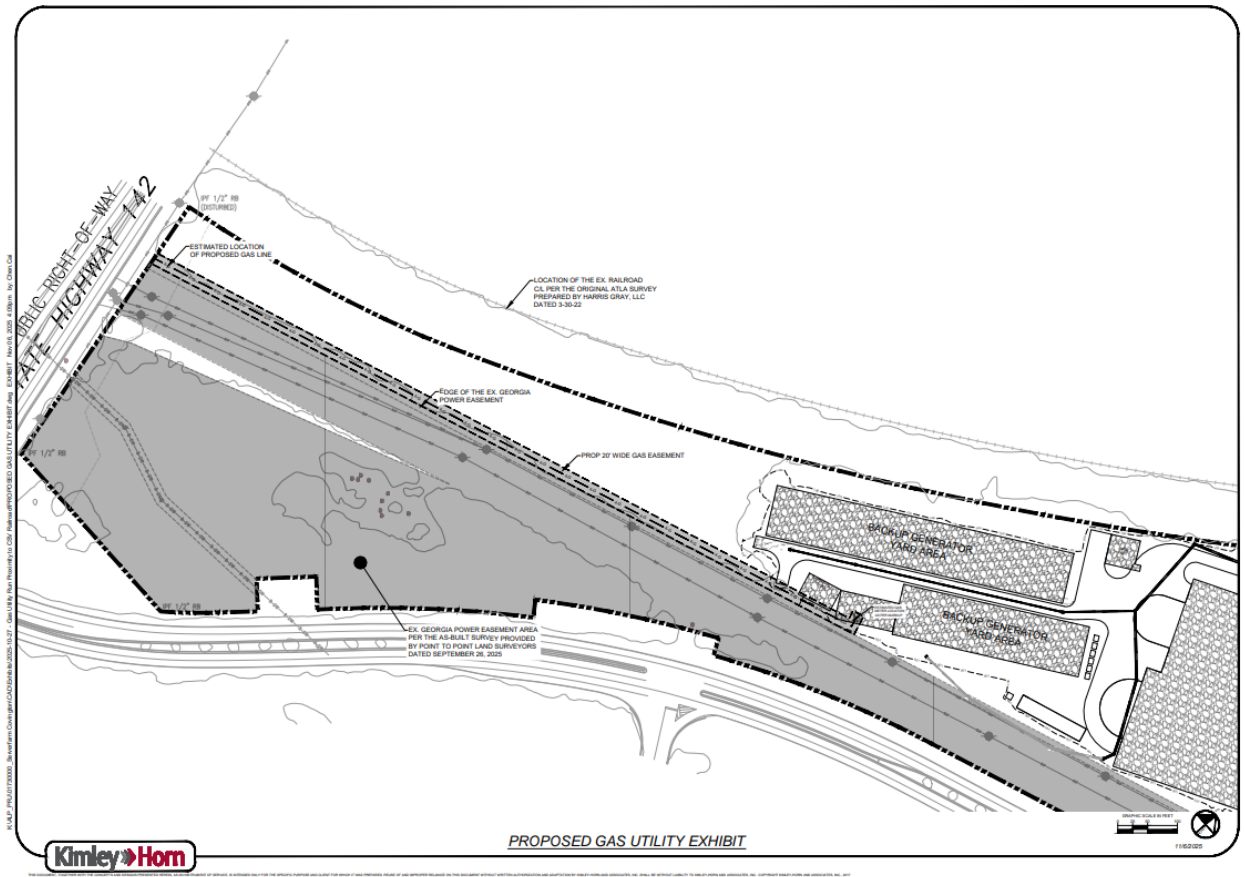
EXHIBIT A

DESCRIPTION OF EASEMENT AREA

COMMENCING at an iron pion set (1/2” rebar w/cap – GRAY 25217-2879) at the right-of-way intersection of the eastern right-of-way line of Industrial Park Boulevard, also known as Georgia Highway 142 (right-of-way varies) and the southern right-of-way line of CSX Railroad (200’ right-of-way), **THENCE** leaving said intersection and proceeding along said eastern right-of-way line of Industrial Park Boulevard South 14 degrees 49 minutes 34 seconds East a distance of 93.99 feet to a point; said point being the **POINT OF BEGINNING.**

THENCE from said **POINT OF BEGINNING** leaving said eastern right-of-way line of Industrial Park Boulevard North 68 degrees 45 minutes 00 seconds East a distance of 1,311.23 feet to a point; **THENCE** North 21 degrees 15 minutes 00 seconds West a distance of 14.37 feet to a point; **THENCE** North 68 degrees 45 minutes 00 seconds East a distance of 20.00 feet to a point; **THENCE** South 21 degrees 15 minutes 00 seconds East a distance of 34.37 feet to a point; **THENCE** South 68 degrees 45 minutes 00 seconds West a distance of 1,333.50 feet to a point at the eastern right-of-way line of Industrial Park Boulevard, also known as Georgia Highway 142 (right-of-way varies); **THENCE** proceeding along said eastern right-of-way line of Industrial Park Boulevard North 14 degrees 46 minutes 27 seconds West a distance of 20.13 feet to a point; said point being the **POINT OF BEGINNING.**

Said tract or parcel contains 26,935 square feet or 0.6183 acre of land.

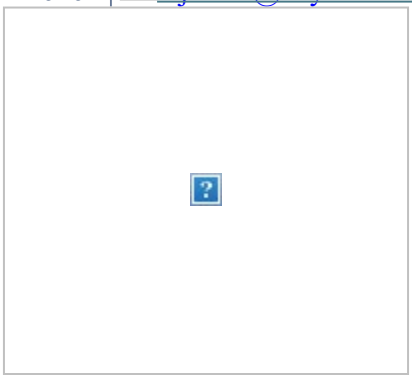


From:	Mike Jewell
To:	Audra Gutierrez
Subject:	FW: Covington Data Center Sales Agreement
Date:	Wednesday, July 8, 2026 11:22:36 AM
Attachments:	image003.png Serverfarm Edit Natural Gas Sales Agreement - Draft 12-17. RH Comments.docx image001.png image002.png image004.png

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Open Records request.
I didn't show anything sent to Frank on 12/29. This is what was sent on 12/19.

Mike Jewell
City of Covington | Natural Gas Director
678-212-6461 | mjewell@cityofcovington.org



From: Mike Jewell
Sent: Friday, December 19, 2025 8:39 AM
To: Frank Turner <f.turner@stricklandturner.com>
Cc: Tres Thomas <tthomas@cityofcovington.org>
Subject: FW: Covington Data Center Sales Agreement

Frank,

Please review.

Thanks,
Mike

From: Rusty Hough <rhough@gasauthority.com>
Sent: Thursday, December 18, 2025 5:47 PM
To: Mike Jewell <MJewell@cityofcovington.org>; Jeff Billings <jbillings@gasauthority.com>; Chris Howell <chowell@gasauthority.com>
Cc: Scott Tolleson <sstolleson@gasauthority.com>; Rodney Dill <rdill@gasauthority.com>; Frank Turner <f.turner@stricklandturner.com>
Subject: Covington Data Center Sales Agreement

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

All,

Please see the attached edit sales agreement I received last evening from Serverfarm. You will that they have reduced the term of the agreement from 27 months to 19 months and increased the hourly and daily volumes request. I have reviewed and have added comments.

Would you review and let me know your thoughts. If you have any questions, let me know.

Thanks,



NATURAL GAS SALES AGREEMENT

This Natural Gas Sales Agreement (this "Agreement") is effective as of the date last signed below by and between SF ATL2, LLC dba SF ATL2 (DE), LLC**,** (hereinafter referred to as "CUSTOMER"), and the CITY OF COVINGTON, GEORGIA, a municipal corporation of the State of Georgia (hereinafter referred to as "SELLER"):

WITNESSETH:

WHEREAS, the SELLER owns and operates a natural gas distribution system for the purpose of providing firm and interruptible natural gas sales service to requesting customers; and

WHEREAS, the SELLER is a customer of the Williams Transco Natural Gas Company (hereinafter referred to as "Transco"), maintains firm capacity on the pipeline for natural gas system supply and has interruptible natural gas transportation agreements on TRANSCO's natural gas pipeline; and

WHEREAS, the CUSTOMER desires to purchase natural gas from the SELLER on a firm and interruptible basis to serve its facility located at 10835 Hazelbrand Rd, Covington, Georgia as provided for hereunder;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto hereinafter set forth, and other good and valuable consideration, it is agreed by and between the parties hereto as follows:

1. Nature of Service: CUSTOMER may purchase from SELLER firm and interruptible natural gas supplies in quantities up to the contract levels specified in Exhibit "A" of this Agreement. CUSTOMER shall purchase all natural gas requirements from SELLER, except that CUSTOMER may purchase natural gas from a third party if SELLER is not able to provide natural gas per the terms of this Agreement. SELLER provides the service from the TRANSCO delivery location 9002780 into SELLER's distribution system. No gas may be resold or transported to other facilities by CUSTOMER without SELLER'S written permission, which may be withheld in SELLER's sole discretion. A meter of suitable capacity and design to measure the natural gas for this service will be furnished and shall be maintained on CUSTOMER'S premises by SELLER at a suitable location agreed to by the parties, and shall be and remain the property of the SELLER. The CUSTOMER shall provide and maintain suitable spacing and fencing, as agreed by the parties, for the SELLER'S metering and regulating equipment.

2. Term: This Agreement shall commence on April 1, 2026 at 10:00 a.m. ET and shall continue in full force until October 30, 2027, at 9:59 a.m. ET, and shall continue with month to month evergreen term extensions thereafter consistent with the terms of SELLER'S Agreement with TRANSCO Natural Gas Company unless terminated by either party. As the SELLER holds firm contracts to serve CUSTOMER, this Agreement shall continue upon the same term the SELLER has with TRANSCO, unless and until terminated by either party in writing. A copy

of SELLER's agreement with TRANSCO is attached to this Agreement as Exhibit "E." SELLER will provide CUSTOMER with any amendments, updates, or renewals to the TRANSCO agreement, which will automatically form part of Exhibit "E" with no further action required by either party. SELLER may update SELLER will ensure that no terms in its agreement with TRANSCO conflict with the terms of this Agreement and in the event of a conflict, this Agreement will control. Any written non-renewal notice shall be delivered to the non-canceling party no later than 30 days preceding the end of the then-current term of this Agreement and shall be delivered by mail, certified mail or email to the non-canceling party. It is understood and agreed by the parties that the term of this agreement may be extended for more than one year by amendment. Such an amendment may be requested to maintain the same term as the Service Agreement with TRANSCO held by the SELLER.

3. Price: The price of natural gas for firm and interruptible service may vary monthly and shall be calculated according to Exhibit "A" to this Agreement.

4. Daily Volume of Firm Service: Except as set forth in Section 7 and as long as no event of force majeure has occurred and is continuing as described herein, SELLER shall make available to CUSTOMER daily volumes of firm gas up to the level of firm capacity acquired by SELLER in accordance with Exhibit "A" to this Agreement.

5. Notice of Curtailment: The interruptible natural gas service provided for herein (which does not include firm reservation of natural gas service provided in Exhibit "C") shall be subject to limitation by SELLER during periods of peak demand upon four (4) hours' telephone notice by SELLER to CUSTOMER. For the purpose of this Agreement, "peak demand" shall mean all periods in which SELLER reaches its maximum firm contract levels with TRANSCO. Upon the execution of this Agreement, CUSTOMER shall furnish SELLER with a written list containing the names and telephone numbers of persons to be contacted in the event of curtailment or interruption. Said contact list shall become part of this Agreement and shall be attached as Exhibit "B". Such curtailment or interruption may occur at any hour of day or night, and SELLER'S obligation to provide notice hereunder shall be met upon SELLER'S reasonable efforts to contact these named individuals at telephone numbers provided by CUSTOMER. CUSTOMER may revise the names and telephone numbers of persons to be contacted in the event of curtailment from time to time by notice in writing to SELLER.

6. Unauthorized Use of Gas: If, upon four (4) hours' notice of curtailment by SELLER as provided in Section 5 of this Agreement, CUSTOMER fails to comply with such curtailment or limitation in the manner specified by the telephone notice, and, by reason thereof, the SELLER incurs any TRANSCO penalties or higher gas costs, then CUSTOMER shall reimburse SELLER in the amount of such penalties and/or higher gas costs which are attributable to CUSTOMER'S failure to comply with SELLER'S telephone notice to CUSTOMER. CUSTOMER shall reimburse SELLER within fourteen (14) days of CUSTOMER'S receipt of SELLER'S written demand, which demand shall include adequate documentation to support its request for reimbursement of such penalties, for same. CUSTOMER'S reimbursement to SELLER as described herein shall not, under any circumstances, be construed or interpreted to authorize CUSTOMER to fail to comply with SELLER'S then current or any future notice of curtailment or limitation.

7. Billing and Payment: SELLER shall read meter(s) measuring the quantity of gas delivered to CUSTOMER on or about the 1st day of each month and SELLER shall render an invoice for any gas delivered to CUSTOMER during the preceding month as soon as reasonably possible after such reading. Such invoice shall be due and payable not later than the 60th day following the date of SELLER'S invoice to CUSTOMER when sent, by mutually agreed upon means, to the address specified by CUSTOMER. In the event CUSTOMER fails to forward the entire invoice amount (excluding amounts disputed by CUSTOMER) to SELLER when due and the invoice has been timely sent to the address specified by the CUSTOMER, a one-time late penalty of two percent (2%) of the unpaid amount of the invoice will be assessed. If CUSTOMER'S failure to comply with the terms of this Section 7 as herein provided continues for twenty (20) days following the date of SELLER'S written notice of non-compliance to CUSTOMER, SELLER shall have the right to terminate gas deliveries to CUSTOMER upon written notice to CUSTOMER by first class mail and/or certified mail of such termination forty-eight (48) hours prior to such termination. Upon termination of service pursuant to this paragraph, CUSTOMER shall pay SELLER outstanding charges. Termination of service pursuant to this paragraph shall also constitute termination of SELLER'S agreement to provide natural gas service under the terms of this Agreement but shall not relieve CUSTOMER of any obligation to pay or reimburse SELLER for any amounts due and owing under the terms of this Section 7, calculated as provided herein. [insert disputed amounts language and cross reference dispute provision below]

8. Financial Responsibility: The SELLER reserves the right to require that CUSTOMER provide an Adequate Assurance of Performance. "Adequate Assurance of Performance" means a standby letter of credit, in commercially reasonable form acceptable to the SELLER in an amount set forth in Exhibit "D". Agreements of standby letters of credit will be made with an institution acceptable to the SELLER.

   If SELLER has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the CUSTOMEER (including, without limitation, the occurrence of a material change in the creditworthiness of CUSTOMER, if applicable, or the price of Gas or CUSTOMER volumes increase such that SELLER determines that the then current "Adequate Assurance of Performance" is or is expected to be insufficient), SELLER may demand additional Adequate Assurance of Performance. Should Seller require any additional Adequate Assurance of Performance, it will issue a written request to CUSTOMER and give CUSTOMER at least thirty (30) days to comply with the request. Provided, however, that to the extent that during such thirty (30) day period, SELLER reasonable expects any such insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the CUSTOMER (including, without limitation, nonpayment risk exceeding the coverage afforded by the then current Adequate Assurance of Performance), SELLER may curtail service hereunder sufficient to bring such nonpayment risk within such coverage.

9. Btu Adjustment: It is understood that the quantity of gas purchased by the SELLER is adjusted each month to reflect actual Btu content of such gas. All invoices to CUSTOMER for gas delivered shall be measured by meter(s) provided by SELLER. Gas shall be metered by

SELLER to CUSTOMER'S facility located at 10835 Hazelbrand Rd, Covington, Georgia, at a base pressure of 14.73 pounds per square inch absolute, at a temperature base of 60 degrees Fahrenheit and shall be adjusted for actual Btu content. Any such adjustment for actual Btu content pursuant to this Section 8 shall be in the same proportion as the corresponding adjustment made by TRANSCO for such gas transported to SELLER, provided that CUSTOMER shall have the option (at its expense) to install a recording calorimeter and any observed differences in Btu content shall serve as the basis for a request by CUSTOMER for an adjustment to the billing quantity. CUSTOMER shall provide SELLER all reasonable documentation supporting any claimed difference in Btu content. In the event CUSTOMER'S pressure or location requirements change during the term of this Agreement or any extensions thereof, CUSTOMER shall be responsible for any and all reasonable, out-of-pocket costs and expenses, assessed without markup on an open-book basis, associated with adjustments in pressure, facility location, and/or relocation of existing facilities necessary to supply CUSTOMER'S modified requirements.

10. Gas Quality: All physical properties of the gas sold and delivered to CUSTOMER hereunder, including specific gravity, Btu content and physical impurities, shall be within the same limits prescribed by TRANSCO for such gas transported by TRANSCO to SELLER in accordance with TRANSCO's effective tariff.

11. Minimum Delivery Pressure: Delivery pressure into CUSTOMER'S fuel line shall not fall below fifteen (15) pounds per square inch (p.s.i.g.).

12. Force Majeure: Neither party shall be liable to the other for any failure to perform any provision or obligation of this Agreement (except CUSTOMER'S obligation to pay for natural gas dispatched and delivered plus any late charges for nonpayment calculated in accordance with Section 7 hereof) to the extent such failure is caused by or results directly or indirectly from any act of God; fires, floods, storms or other natural disasters; war, acts of terrorism; accidents; breakage or accident to machinery or lines of pipe, freezing or rupture of lines of pipe not due to the negligence of SELLER or any third party or to any failure to maintain, inspect, or timely repair such machinery or lines of pipe; the refusal or inability of any transporter to accept gas for delivery or failure of any transporter to deliver gas; the loss or failure of SELLER'S gas supply due to a Force Majeure event. This provision only applies to the extent the Force Majeure event is or any similar cause or emergency beyond the control of the party failing to perform.

13. Responsibility and Liability: SELLER and CUSTOMER do respectively assume full responsibility and liability for the maintenance and operation of the facilities operated by each, and each shall indemnify to extent allowed by law and save harmless the other from all liability and expense (including reasonable attorney's fees) on account of any and all damages arising from third-party claims or actions, including injury to and death of persons, arising directly or indirectly from any act or omission by the indemnifying party hereunder in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party. It is agreed that neither party hereto shall be liable to the other for damage to the equipment, apparatus, appliances or property of any kind, caused by defects in or failure of the machinery, apparatus, or appliances. SELLER shall have no obligation for

the distribution or control, or care, or protection, or proper utilization of the gas beyond the meter set which establishes the point of its delivery of gas to CUSTOMER. CUSTOMER shall have no obligation for the distribution or control, or care, or protection, or proper utilization of the gas prior to its delivery to the meter set which establishes the delivery point of gas to CUSTOMER. SELLER shall not be liable for damages or injuries to persons or property resulting in any manner directly or indirectly from the receiving, use or application by CUSTOMER of such natural gas unless such damages or injuries are caused solely out of the gross negligence or willful misconduct of the SELLER or SELLER'S agents, employees, or contractors. CUSTOMER shall not be liable for damages or injuries to persons or property resulting in any manner directly or indirectly from the receiving, provision, use or application by SELLER of such natural gas unless such damages or injuries are caused solely out of the gross negligence or willful misconduct of the CUSTOMER or CUSTOMER'S agents, employees, or contractors.

14. Negotiation of Disputes: The parties shall attempt in good faith to resolve all claims, disputes and controversies of any nature, arising out of or relating to this Agreement or the relationship of the parties (collectively "Dispute") promptly by negotiation between executives with authority to settle the Dispute. Either party may give the other party written notice ("Initial Notice") of any Dispute not resolved in the normal course of business for resolution under this paragraph. The Initial Notice shall include a statement of that party's position and the names and titles of the executive and any other people who will represent that party's position. Within fifteen (15) days of the delivery date of the Initial Notice, the receiving party will respond with its own position statement and the names and titles of the executive and any other people who will represent that party's position. Within twenty-five (25) days of the delivery date of the Initial Notice, the parties will meet at a mutually acceptable time and place, and thereafter as often as reasonably deemed necessary to resolve the Dispute. Each party will honor the other party's reasonable requests for information during such negotiations.

15. Mediation of Disputes: If a Dispute has not been resolved by negotiation as described above within 45 (forty-five) days of the delivery date of the Initial Notice, or if the parties' executives failed to meet within 25 (twenty-five) days of such delivery date, the parties agree that prior to attempting to resolve the Dispute by arbitration or litigation, they shall attempt to settle the Dispute by mediation in Augusta, Georgia under the then current Center for Public Resource's ("CPR") Model Mediation Procedures for Business Disputes. Within ten (10) days of a party's written notice of its desire to mediate to the other party, the parties will appoint a mutually acceptable mediator from the CPR Panels of Distinguished Neutrals. All applicable statutes of limitation and defenses based upon the passage of time will be tolled for the duration of any Dispute resolution under this Section. All negotiations and mediations shall be considered confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. The parties shall continue to perform under this Agreement pending the final resolution of any Dispute, except as set forth in Section 7.

16. Governing of Law: This Agreement shall be governed by and interpreted in accordance with the domestic laws of the State of Georgia without giving effect to any choice or conflict of

law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia.

17. Amendments and Waivers: No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by SELLER and CUSTOMER. No waiver by any Party of any default, misrepresentation, or breach of covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

18. Notices: Any notice or communication required or permitted to be given pursuant to this Agreement shall be confirmed in writing (with exception of a curtailment notice pursuant to Section 5 of this Agreement) and shall be deemed properly given when emailed, hand delivered, sent by overnight mail service, or mailed from within the United States by certified mail, return receipt requested, postage paid to the following addresses:

If to SELLER:
City of Covington
Attention: Director, Gas Department
2194 Emory Street
Covington, GA 30014
TL: (000) 000-0000
E-mail: m.jewell@cityofcovington.org

If to CUSTOMER:
c/o Serverfarm, LLC
INSERT ADDRESS
Attn: CEO
Email: Notices@sfrdc.com

With copy to:
SF ATL2, LLC dba SF ATL2 (DE), LLC
General Operations Manager
10835 Hazelbrand Road
Covington, GA 30014
E-mail: _____
TL: (816) 456-1599

19. Severability: Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. The parties will replace the invalid or unenforceable provision with a new provision that most closely reflects the parties' original intent with respect to the invalid or unenforceable provision.

20. Time of Essence: Without expanding either party's termination rights under this Agreement,

each party agrees that time is of the essence with respect to its obligations under this Agreement and each and all of its provisions.

21. Entire Agreement: This Agreement (including attached Exhibit "A") constitutes the entire agreement between the parties and supersedes and cancels any prior negotiations, arrangements, offers, agreements or understandings, written or oral, to the extent they relate in any way to the subject matter hereof.

22. Prior Contracts and Claims: This Agreement cancels and supersedes all prior contracts and claims between SELLER and CUSTOMER, except for volumes delivered but not yet billed under any previous agreement.

23. Binding Effect: This Agreement shall be binding upon the parties hereto and their successors and assigns.

24. Incorporation of Exhibits: Each Exhibit attached hereto constitute part of this Agreement.

25. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

26. Construction: The introduction and recitals are a material part of this Agreement.

27. Anticipated Load Projections: SELLER requests that CUSTOMER provide a Month-Ahead load forecast by day for both firm and interruptible load at least six (6) business days prior to the start of each calendar month (Timely Month-Ahead Load Forecast). In addition, CUSTOMER will provide notice not later than 8:00 a.m. ET day ahead of any significant variations from the Timely Month-Ahead Load Forecast. If load changes occur after the Timely Day-Ahead Load Forecast CUSTOMER is requested to notify SELLER as soon as practical. Failure to provide SELLER with Timely Day-Ahead Forecasts with load variations could result in pipeline imbalance penalties that are subject to being passed through the Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names and on their behalves by their proper officers or officials thereunto duly authorized as of the day and year written below.

Signed and Sealed this _____ day of _____, 2025.

ATTEST:	CITY COVINGTON, GEORGIA (SELLER)
By: _____	By: _____
As its: _____	As its: Mayor

[CITY SEAL]

ATTEST:

SF ATL2, LLC dba SF ATL2 (DE), LLC
(CUSTOMER)

By: _____

By: _____

As its: _____

As its: _____

[CORPORATE SEAL]

NATURAL GAS SALES AGREEMENT
BETWEEN SF ATL2, LLC dba SF ATL2 (DE), LLC (CUSTOMER)
AND THE CITY OF COVINGTON, GEORGIA (SELLER)

EXHIBIT "A"

I. **Firm Contract Quantity:** Firm Base Load quantities of gas will be delivered based on the Customer's average daily quantities as requested by Customer. SELLER will make commercially reasonable efforts to supply such requested Firm Base Load quantities, including entering into firm wholesale contract obligations necessary to supply such requested Firm Base Load quantities ("Contract Obligations"). **Customer will have a right to review the Contract Obligations before entered into by SELLER.** Daily quantities of Firm Base Load quantities will be deemed as first gas through the meter and will be scheduled based on Exhibit "C". Volumes above the Firm Base Load quantities per day will be considered interruptible volumes and are subject to curtailment.

Special Provision: During peak, operational flow order days, CUSTOMER will limit its daily gas takes from the SELLER to those hourly volumes as shown in Exhibit "C". Any volumes requested above those volumes shown in Exhibit "C" will be considered interruptible volumes and subject to availability.

II. **Interruptible Contract Quantity:** The SELLER will provide Interruptible Natural gas Service for all timely nominated and confirmed quantities of up to 9,600 MMBtu per day in excess of the Firm Base Load Quantity stated in section I, subject to confirmation on the availability and the curtailment provisions contracted in the Natural Gas Sales Agreement.

III. **Monthly Charges for Firm Contract Quantity:** The sales price of gas shall be comprised of the following components for all firm and interruptible gas and Exhibit "B" shows the sample rate:

A. **Firm Contract Quantity Commodity Price:** For firm base load quantities, the rate is defined as NYMEX LD delivered to the City Gate of SELLER, plus any Contract Obligations entered into on behalf of CUSTOMER and not covered by such rate.

B. **Interruptible Commodity Price:** For interruptible quantities, the rate is defined as the daily market price of natural gas based on timely notices. Customer may request to purchase Interruptible Quantities in advance of the month, daily with timely notice, and daily without timely notice. Timely notice is 8:00 a.m. ET five business days prior to the start of the month, 8:00 ET on business day ahead of gas flow and ratable volumes over weekend/holidays, or not less than two hours prior to ID2 pipeline nomination deadline.

C. **Pipeline Fuel Cost:** The rate for fuel retention shall reflect the effective cost of TRANSCO's percentage of fuel retained as allowed for in their tariff.

D. **Pipeline Transportation Charge:** The rate of TRANSCO's firm transportation reservation fee applicable to the firm quantities per day, and the applicable commodity transportation charges, plus all applicable surcharges on the actual volumes delivered, as identified in TRANSCO's tariff. Total firm monthly volumes shall be determined as those firm contract quantities times the number of days in the month; the balance of usage shall be considered "interruptible" volumes. For all "interruptible" volumes purchased by the CUSTOMER from the SELLER, a transportation rate equal to TRANSCO's FERC approved interruptible transportation rate per MMBtu will apply to quantities.

Special Provision: In the event TRANSCO substantially changes its tariff, SELLER

reserves the right to alter the pricing structure contained herein; it is the SELLER'S intent to flow through charges as incurred, and the CUSTOMER'S intent to pay such charges.

E. **Agent and Supplier Fee:** Fees include those charges associated with the delivery of natural gas supplies to the SELLER charged by its supply agent or other suppliers outside of the Delivered Supply Contract Commodity Price adder.

F. **Distribution Fee:** The distribution fee shall be calculated monthly on the load of the CUSTOMER'S facilities located on SELLER'S natural gas system, and shall be:

For all volumes @ $0.20/MMBtu

G. **Taxes:** All applicable taxes shall be added as a separate line item(s) on all invoices to customer.

NATURAL GAS SALES AGREEMENT
BETWEEN SF ATL2, LLC dba SF ATL2 (DE), LLC (CUSTOMER)
AND THE CITY OF COVINGTON, GEORGIA (SELLER)
GAS SAMPLE GAS RATE
CITY OF COVINGTON, GEORGIA

TO: *Covington*	***FROM:***

City of Covington

LARGE COMMERCIAL FIRM GAS SERVICE

- PRIVILEGED & CONFIDENTIAL -

Sample Rate - Example Only

Monthly Natural Gas Service

CONVERSION FACTOR: **1.0363**

	$/MMBtu	$/Mcf
RATE COMPONENTS		
Applies to Firm Base Load Quantities		
Demand Charges (Supplier Adder)	$1.2750	$1.3213
NYMEX LD (Commodity Costs are a pass through and reset every month)	$3.5000	$3.6271
Supplier/Agent Charges	$0.0680	$0.0705
Pipeline Fuel Retention	$0.0311	$0.0322
Firm Transportation	$0.0500	$0.0518
Delivered Cost to City Gate (Firm Base)	$4.9241	$5.1028
(IF AVAILABLE) Applies to Interruptible Quantites		
WACOG of Daily Market Price	$3.5000	$3.6271
Supplier/Agent Charges	$0.0930	$0.0964
Pipeline Fuel Retention	$0.0311	$0.0322
Interruptible Transportation	$0.4616	$0.4784
Delivered Cost to City Gate	$4.0857	$4.2340
City Ditstribution Charge / MMBtu (All volumes)	$0.2000	$0.2073

Exhibit "C"

NATURAL GAS SALES AGREEMENT
BETWEEN SF ATL2, LLC dba SF ATL2 (DE), LLC (CUSTOMER)
AND THE CITY OF COVINGTON, GEORGIA (SELLER)

	Firm Reservation		Forecast MCF	
Month/Year	DC Capacity Full MCF / Daily	Hourly	Hourly	Daily
26-Jan				
26-Feb				
26-Mar				
Apr-26	504	21	21	504
May-26	1,200	50	50	1,200
Jun-26	1,200	50	50	1,200
Jul-26	2,400	100	100	2,400
Aug-26	5,400	200	150	3,600
Sep-26	5,400	250	185	4,440
Oct-26	7,200	350	200	4,800
Nov-26	10,800	400	250	6,000
Dec-26	10,800	400	275	6,600
Jan-27	14,400	480	325	7,800
Feb-27	14,400	520	350	8,400
Mar-27	16,200	700	400	9,600
Apr-27	18,000	750	500	12,000
May-27	18,000	750	568	13,632
Jun-27	18,000	750	625	15,000
Jul-27	18,000	750	739	17,736
Aug-27	10,800	450	309	7,416
Sep-27	7,200	300	300	7,200
Oct-27	3,600	150	150	3,600

Exhibit “D”

NATURAL GAS SALES AGREEMENT
BETWEEN SERVERFARM (CUSTOMER)
AND THE CITY OF COVINGTON, GEORGIA (SELLER)

Letter of Credit for Term of Contract

Letter of Credit requirements as noted in Section 8:

A letter of Credit in the Amount of [$5,000,000.00] is required for the term of this agreement.

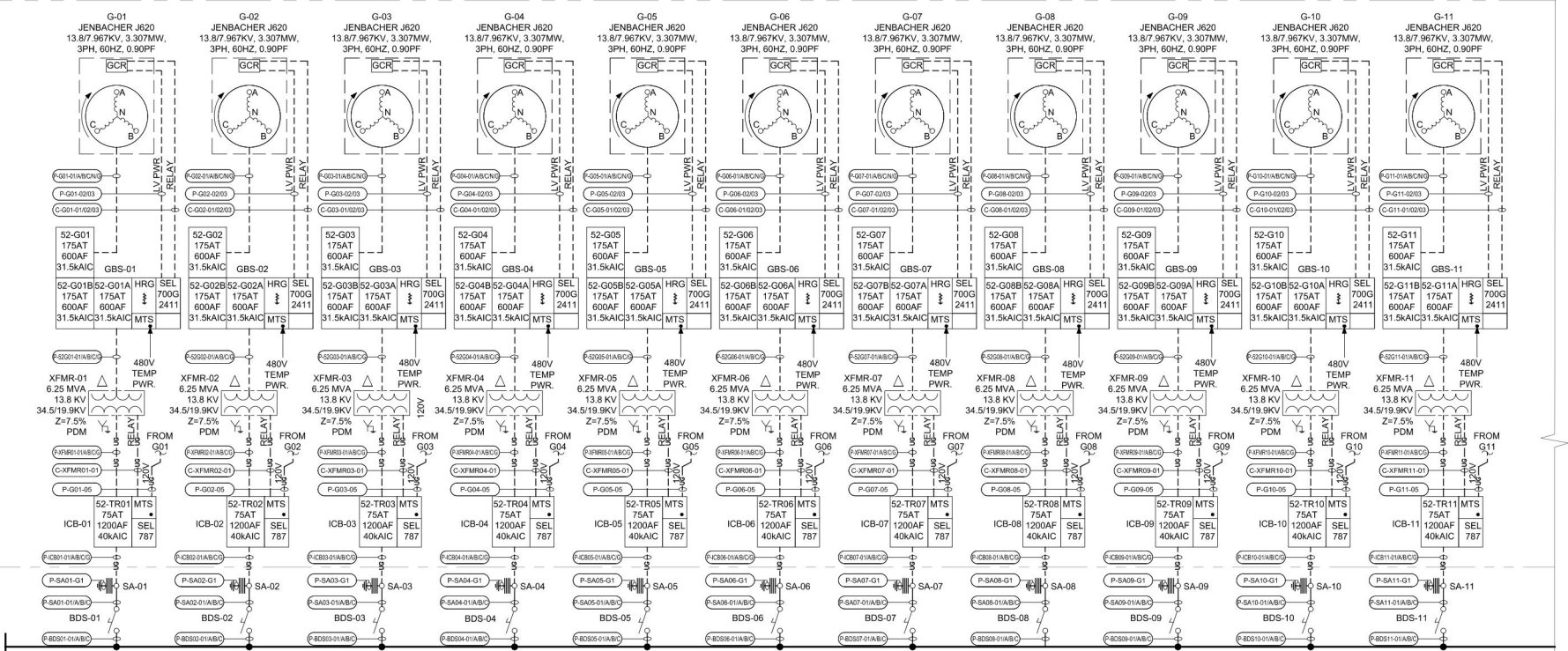
The Letter of Credit will be for the term of this contract, April 1, 2026 to October 31, 2027, and will be required at the time of the execution of the Sales Agreement.

Exhibit “D”

COPY OR ABSTRACT OF APPLICABLE TRANSCO AGREEMENT
BETWEEN SELLER AND TRANSCO

See attached.

NODE 1



LEGEND:

- X-XXXX — CABLE TAG
- WIRING BY VENDOR
- FIELD WIRING
- UG — UG — UNDERGROUND WIRING
- FIELD WIRING/CLIENT

NOTES:

1. FOR CABLE REFERENCE INFORMATION, SEE DWG. 25108102-001-EL-DRW-0010-001.

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VoltaGrid

TITLE : SINGLE LINE DIAGRAM

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0	12/19/2025	ISSUED FOR CONSTRUCTION	JG	DT	BD

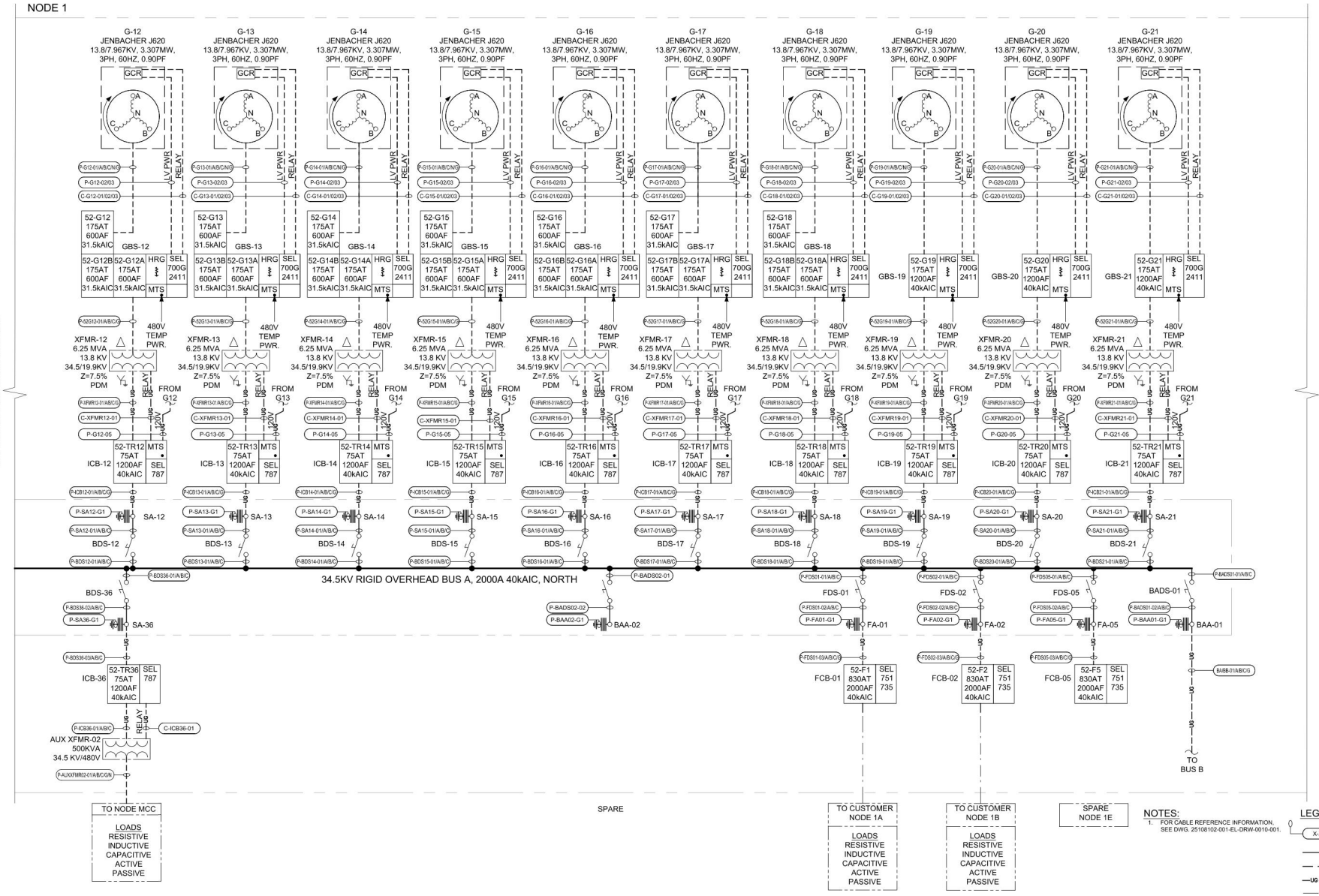
PROJECT NAME/NUMBER: SERVER FARM ATL2

DRAWING NO.: 25108102-001-EL-DRW-0400-001

SCALE: NONE

REV.: 0

NUMBER OF SHEET: 1 - 6



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VoltaGrid

TITLE : SINGLE LINE DIAGRAM

NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECK	APPR
0	12/19/2025	ISSUED FOR CONSTRUCTION	JG	DT	BD

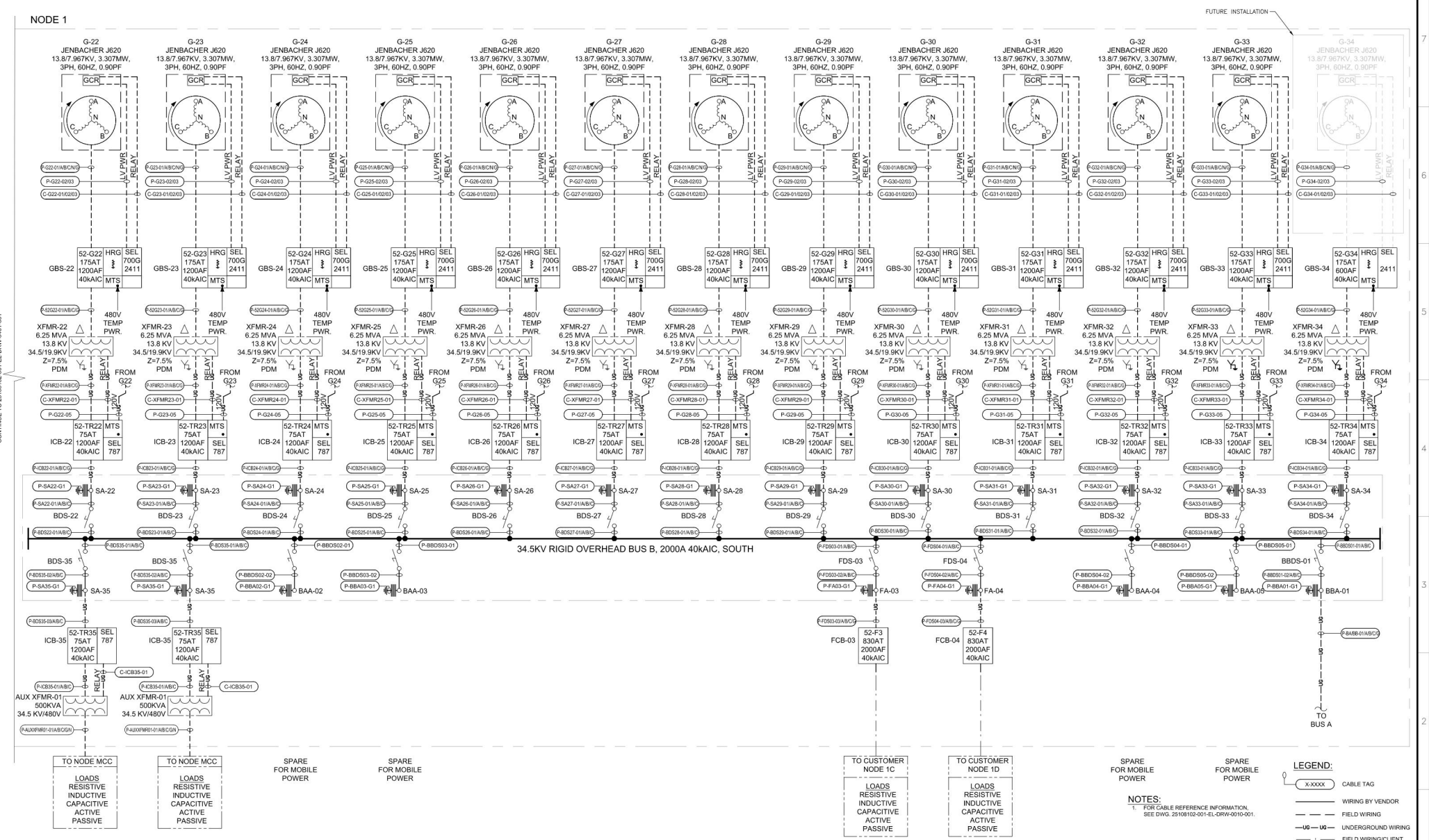
PROJECT NAME/NUMBER: SERVER FARM ATL2

DRAWING NO.: 25108102-001-EL-DRW-0401-001

SCALE: NONE

REV.: 0

NUMBER OF SHEET: 2 - 6



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VoltaGrid

TITLE : SINGLE LINE DIAGRAM

NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECK	APPR
0	12/19/2025	ISSUED FOR CONSTRUCTION	JG	DT	BD

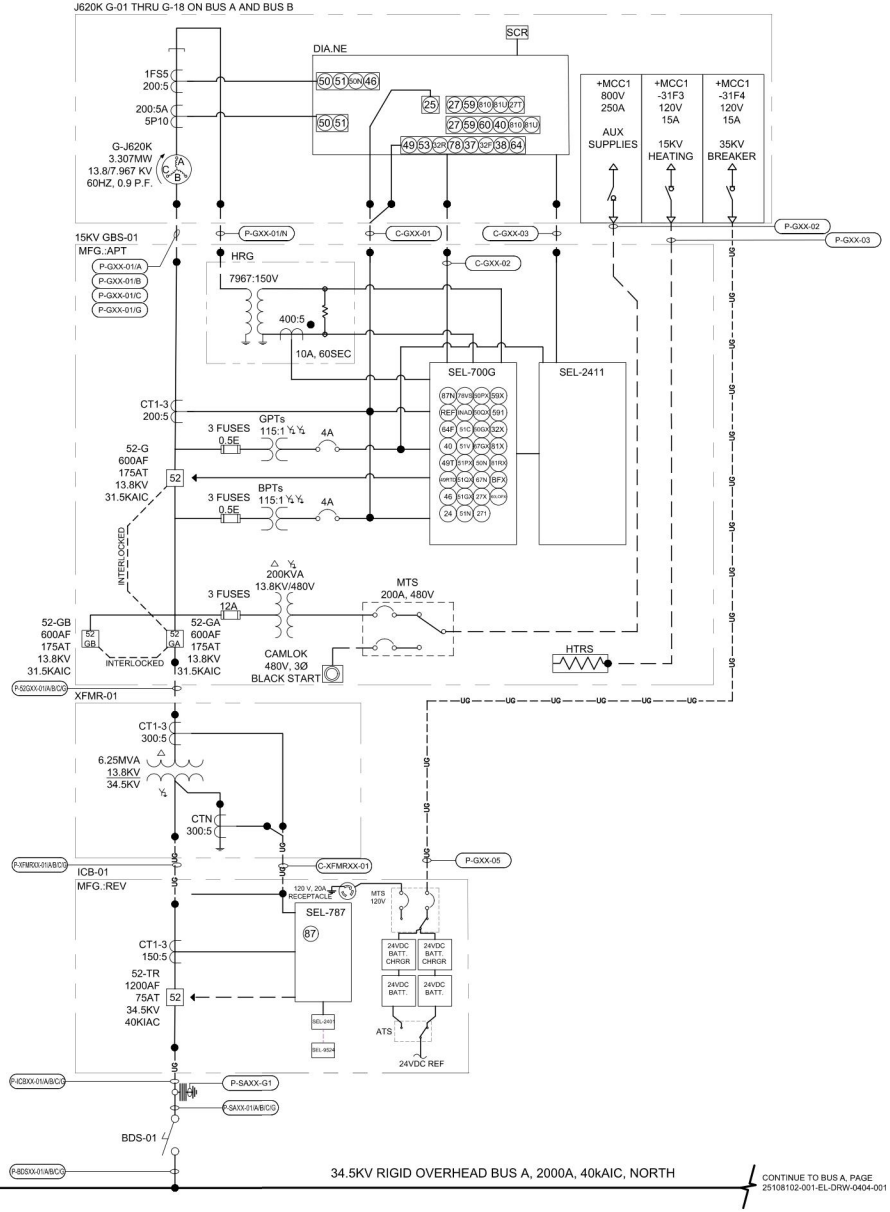
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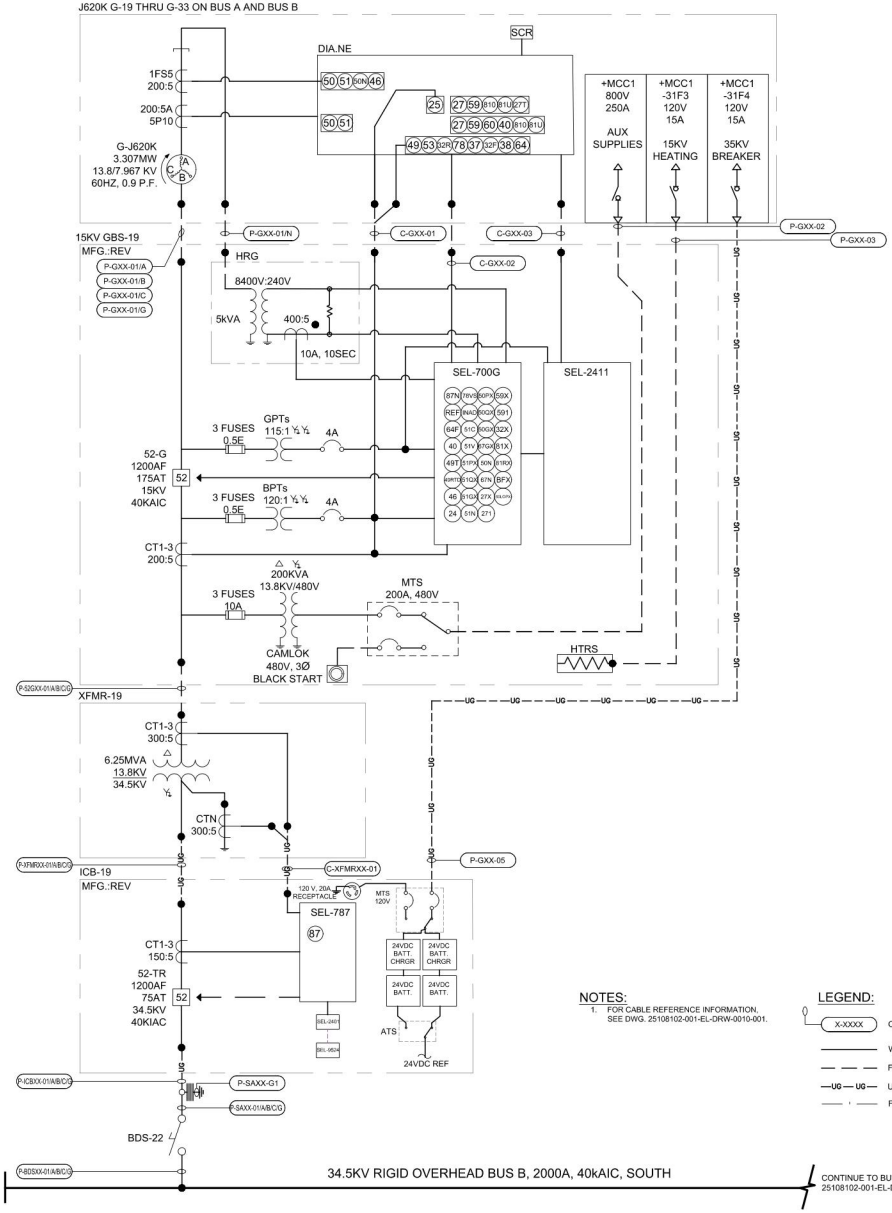
DRAWING NO.: 25108102-001-EL-DRW-0402-001

SCALE: NONE

REV.: 0

NUMBER OF SHEET: 3 - 6





NOTES:
1. FOR CABLE REFERENCE INFORMATION, SEE DWG. 25108102-001-EL-DRW-0010-001.

LEGEND:
- X-XXXX — CABLE TAG
- WIRING BY VENDOR
- FIELD WIRING
- UG — UG — UNDERGROUND WIRING
- FIELD WIRING/CLIENT

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VoltaGrid

TITLE : SINGLE LINE DIAGRAM

NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECK	APPR
0	12/19/2025	ISSUED FOR CONSTRUCTION	JG	DT	BD

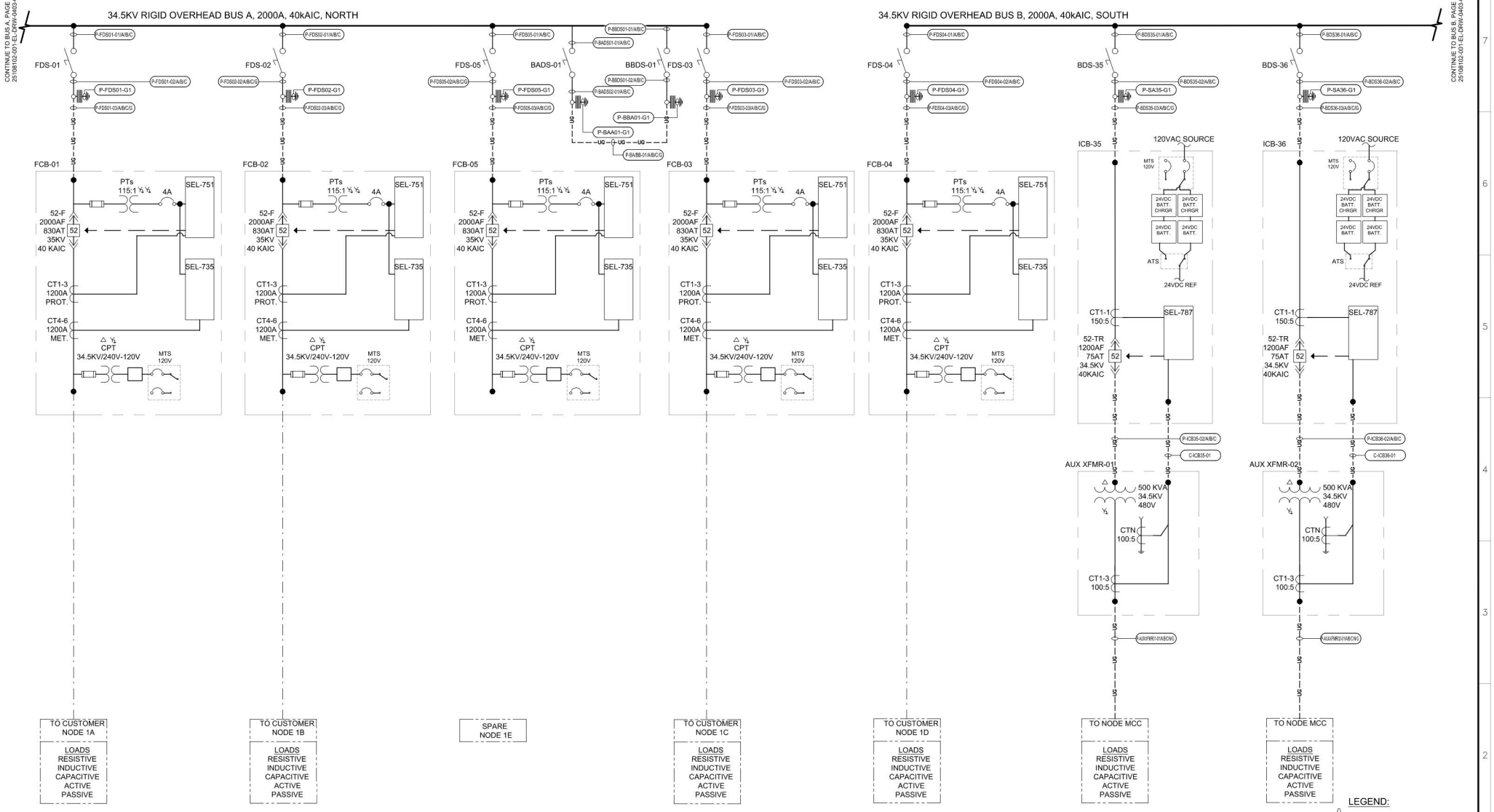
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DRAWING NO.: 25108102-001-EL-DRW-0403-001

SCALE: NONE

REV.: 0

NUMBER OF SHEET: 4 - 6



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VoltaGrid

TITLE : SINGLE LINE DIAGRAM

NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECK	APPR
0	12/19/2025	ISSUED FOR CONSTRUCTION	JG	DT	BD

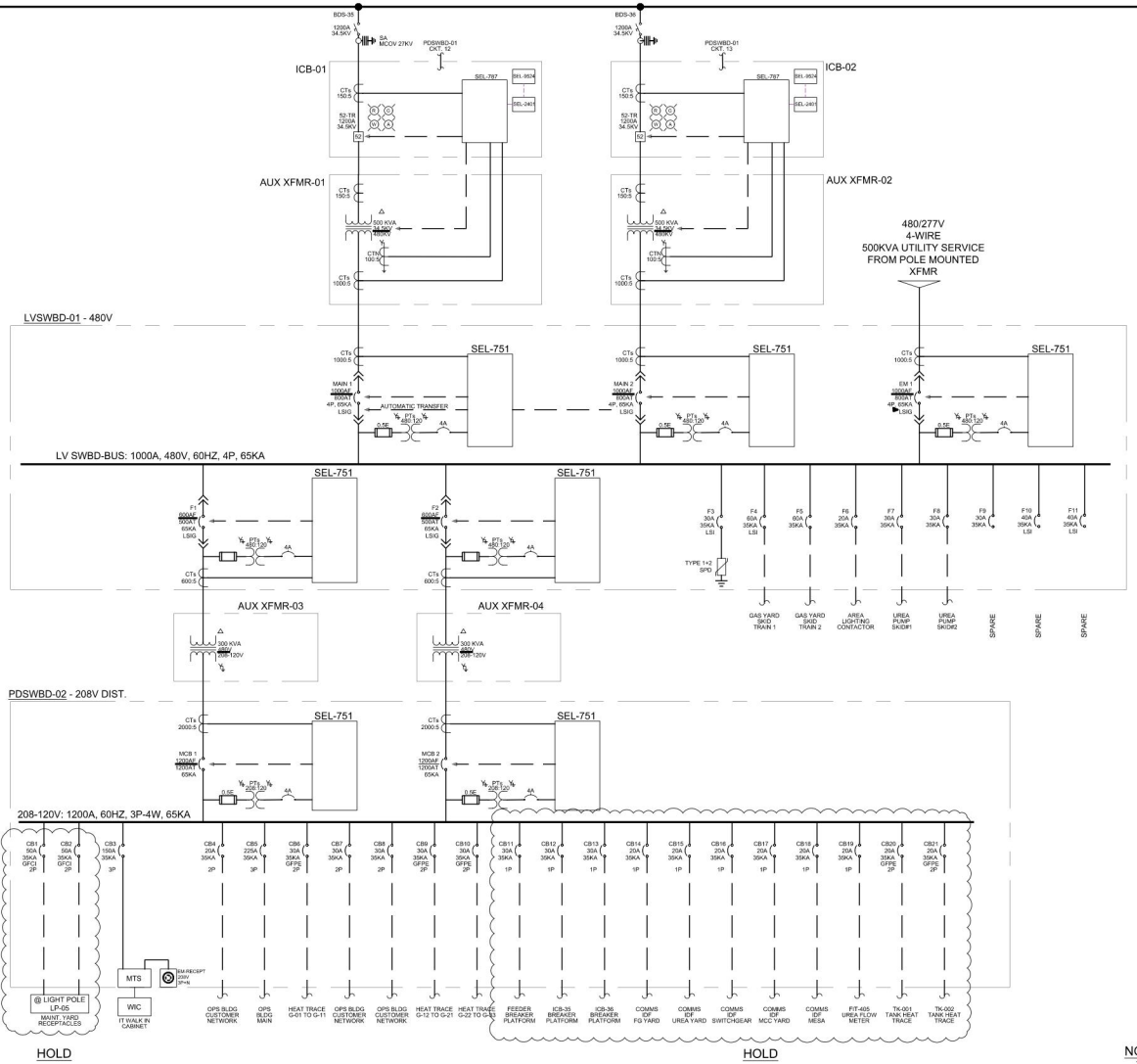
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DRAWING NO.: 25108102-001-EL-DRW-0404-001

SCALE: NONE

REV.: 0

NUMBER OF SHEET: 5 - 6



NOTES:
1. FOR CABLE REFERENCE INFORMATION, SEE DWG. 25108102-001-EL-DRW-0010-001.

LEGEND:
- X-XXXX — CABLE TAG
- WIRING BY VENDOR
- FIELD WIRING
- UG — UG — UNDERGROUND WIRING
- FIELD WIRING/CLIENT

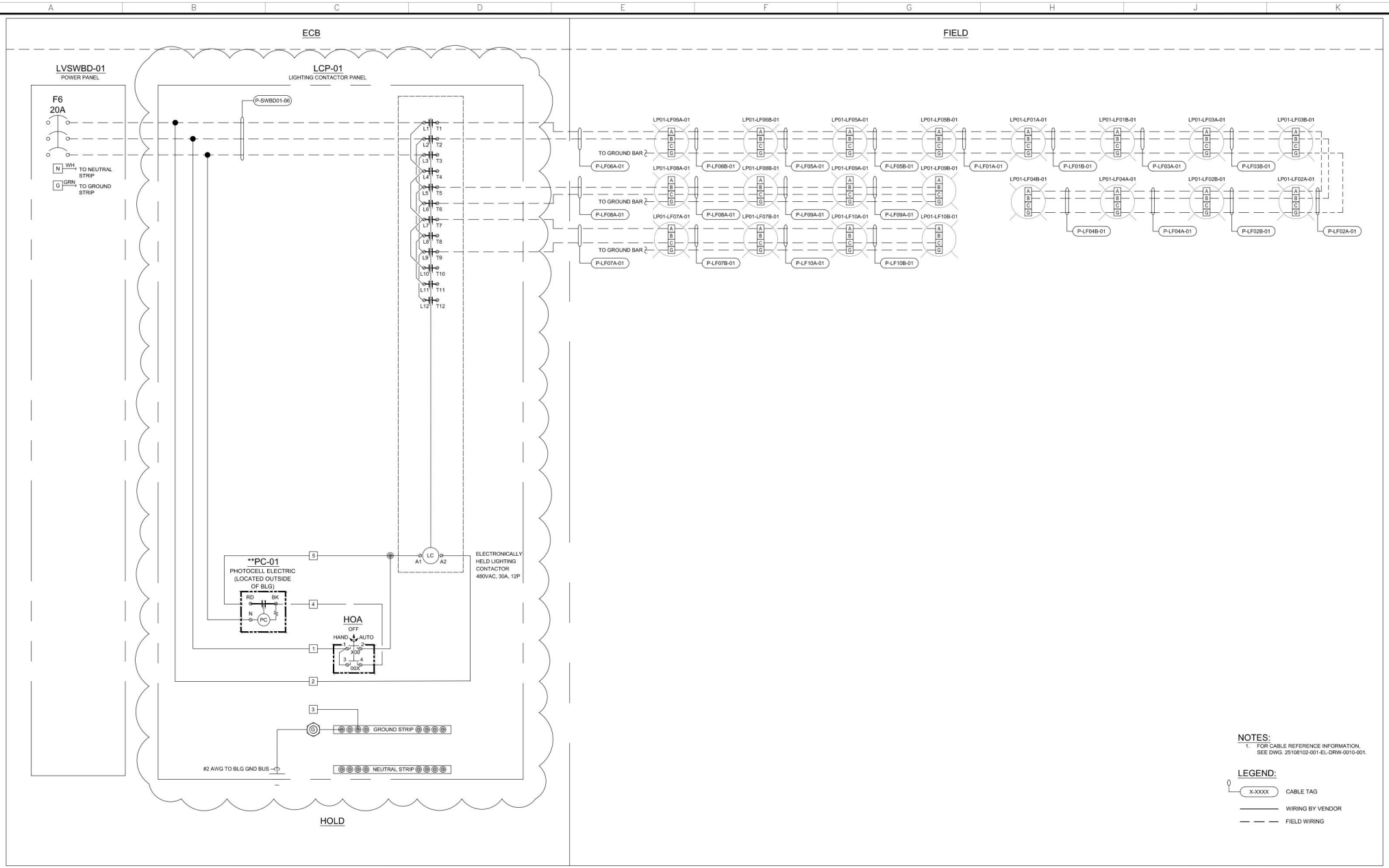
CONFIDENTIAL: THE INFORMATION CONTAINED HEREIN IS THE PROPRIETARY DATA OF VOLTAGRID LLC AND IS NOT FOR THE DISSEMINATION OR DISCLOSURE, IN WHOLE OR PART FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SUBMITTED EXCEPT AS AUTHORIZED IN WRITING BY VOLTAGRID LLC

VoltaGrid

TITLE :
SINGLE LINE DIAGRAM
MCC AREA

NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECK	APPR
0	12/19/2025	ISSUED FOR CONSTRUCTION	JG	DT	BD

PROJECT NAME/NUMBER: SERVER FARM ATL2
DRAWING NO.: 25108102-001-EL-DRW-0405-001
SCALE: NONE
REV.: 0
NUMBER OF SHEET: 6 - 6



NOTES:
1. FOR CABLE REFERENCE INFORMATION, SEE DWG. 25108102-001-EL-DRW-0010-001.

LEGEND:
- X-XXXX — CABLE TAG
- WIRING BY VENDOR
- FIELD WIRING

CONFIDENTIAL: THE INFORMATION CONTAINED HEREIN IS THE PROPRIETARY DATA OF VOLTAGRID LLC AND IS NOT FOR THE DISSEMINATION OR DISCLOSURE, IN WHOLE OR PART FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SUBMITTED EXCEPT AS AUTHORIZED IN WRITING BY VOLTAGRID LLC

VoltaGrid

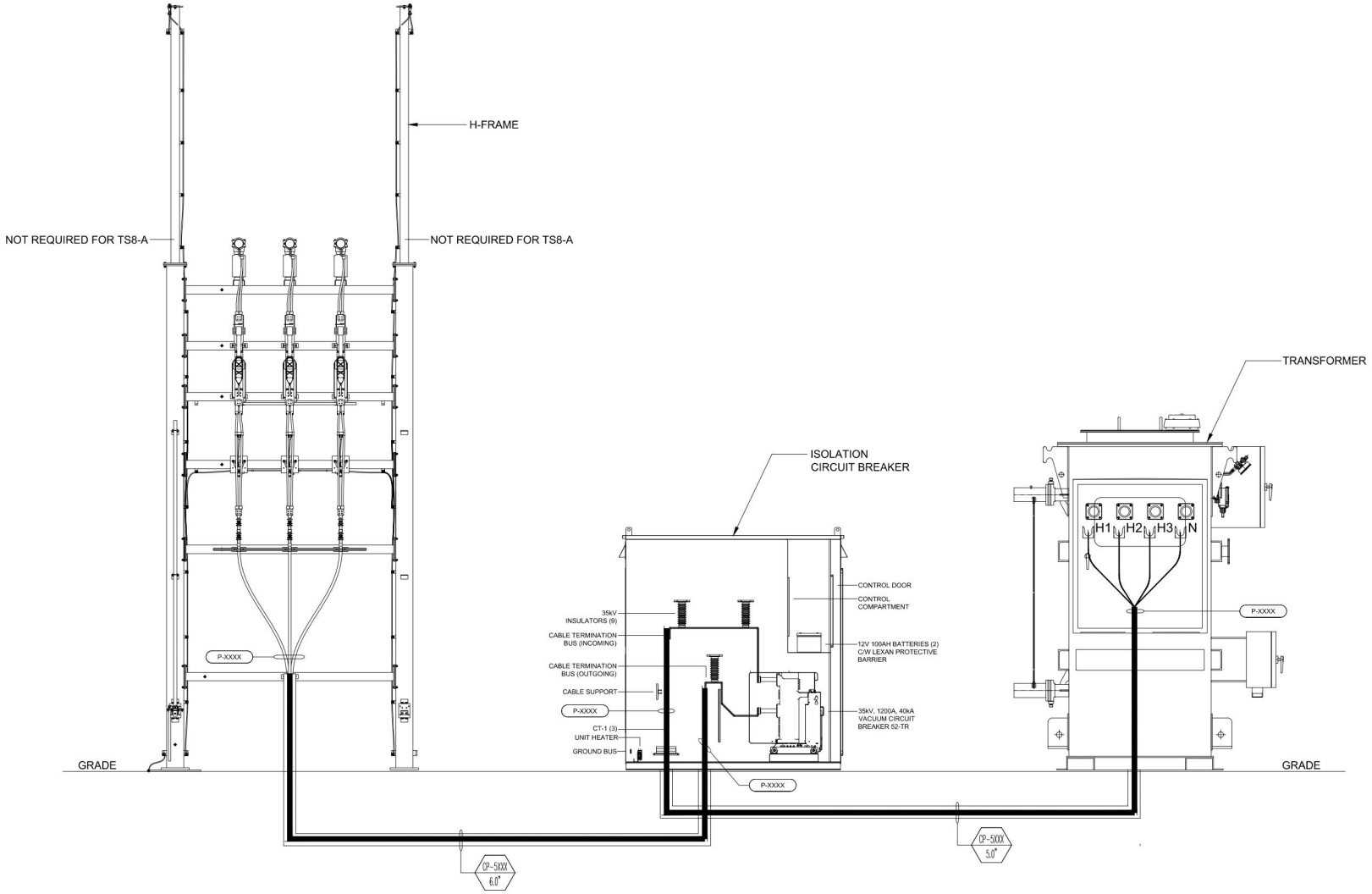
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ELECTRICAL - WIRING DIAGRAM
YARD AREA LIGHTING

NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECK	APPR
0	12/19/2025	ISSUED FOR CONSTRUCTION	JLU	DT	BD

PROJECT NAME/NUMBER:
SERVER FARM ATL2

DRAWING NO.:
25108102-001-EL-DRW-0500-001

SCALE: N.T.S.
REV.: 0
NUMBER OF SHEET: 1 - 1



34.5kV H-FRAME FROM (1) 1200A SWITCH

NOTES:
1. FOR CABLE REFERENCE INFORMATION, SEE DWG. 25108102-001-EL-DRW-0010-001, SECTION/UNIT COLUMN, DESCRIPTION.

LEGEND:
- X-XXXX — CABLE TAG
- XX-XXXX, X" — CONDUIT TAG

CONFIDENTIAL: THE INFORMATION CONTAINED HEREIN IS THE PROPRIETARY DATA OF VOLTAGRID LLC AND IS NOT FOR THE DISSEMINATION OR DISCLOSURE, IN WHOLE OR PART FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SUBMITTED EXCEPT AS AUTHORIZED IN WRITING BY VOLTAGRID LLC

VoltaGrid

TITLE :
ELECTRICAL - WIRING DIAGRAM
H-FRAME / ICB / FCB (TYPICAL)

NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECK	APPR
0	12/19/2025	ISSUED FOR CONSTRUCTION	JLU	DT	BD

PROJECT NAME/NUMBER: SERVER FARM ATL2
DRAWING NO.: 25108102-001-EL-DRW-0501-001
SCALE: NONE
REV.: 0
NUMBER OF SHEET: 1

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X	02-B1-NG-0001-H-06-SH2	PIPING ISOMETRIC	0
X	02-B1-NG-0001-H-07-SH1	PIPING ISOMETRIC	0
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INCL.	DRAWING NUMBER	DWG. TITLE	REV
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X	12-B1-NG-0002-H-SH3	PIPING ISOMETRIC	0
X	12-B1-NG-0002-H-SH4	PIPING ISOMETRIC	0

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VoltaGrid

TITLE :

DRAWING INDEX MECHANICAL

NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECK	APPR
0	12/19/2025	ISSUED FOR CONSTRUCTION	CN	MA	BD

PROJECT NAME/NUMBER:
SERVER FARM ATL2

DRAWING NO.:
25108102-001-MP-DRW-0000-002

SCALE: NONE

REV.: 0

NUMBER OF SHEET: 2 OF 2

LINE SYMBOLS

- MAJOR PROCESS LINES
- MAJOR SECONDARY
- MINOR PROCESS OR UTILITY LINES
- MINOR SECONDARY
- INSTRUMENT LINES
- PNEUMATIC LINES (GAS OR AIR)
- ELECTRICAL LEADS
- HYDRAULIC LINES
- INSTRUMENT CAPILLARY TUBING
- HEAT TRACE (ELECTRIC)
- SONIC
- INTERNAL DATA LINK
- BINARY
- SKID OR PACKAGE UNIT LIMITS
  FUTURE PROCESS LINES
- EXISTING PROCESS LINES
- LINES GOING TO OR FROM A SPECIFIED DRAWING
- DIRECTION OF FLOW

VALVE SYMBOLS

- GATE VALVE
- BALL VALVE
- GLOBE VALVE
- PLUG VALVE
- CHECK VALVE
- NEEDLE VALVE
- BUTTERFLY VALVE
- CLOSED VALVE
- ANGLE VALVE
- THREE WAY VALVE
- FOUR WAY VALVE
- PRESSURE RELIEF VALVE
- PRESSURE/VACUUM RELIEF VALVE
- DUMP VALVE
- GAUGE GLASS VALVE
- BLIND FLANGE W/BLEED VALVE & PLUG
- CONTROL VALVE
- PRESSURE REGULATOR (SELF CONTAINED)
- PRESSURE REGULATOR (REMOTE SENSING)
- DOUBLE ACTING PISTON ACTUATOR
- SINGLE ACTING PISTON ACTUATOR SPRING RETURN
- ELECTRIC MOTOR OPERATED VALVE
- ROTARY MOTOR OPERATED VALVE
- THREE WAY SOLENOID VALVE
- GAUGE VALVE
- BLEED RING WITH VALVE

MISCELLANEOUS SYMBOLS

- FLANGE
- ORIFICE FLANGE
- BLEED RING
- PADDLE SPACER
- BLIND FLANGE
- HOSE CONNECTION
- WELD CAP
- PIPE BREAK
- QUICK OPENING CLOSURE

FIRE SYSTEM SYMBOLS

- HOUSED HYDRANT – TWO HOSE OUTLET
- POST INDICATING VALVE
- FIREWATER MONITOR
- HOSE REEL
- SPRINKLER HEAD W/ SPRAY NOZZLE

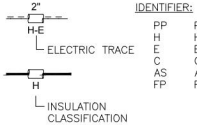
MISCELLANEOUS SYMBOLS CONTINUED

- ORIFICE PLATE (BETWEEN FLANGES)
- INSULATING FLANGE JOINT
- OPEN SPECTACLE BLIND
- CLOSED SPECTACLE BLIND
- STARTUP STRAINER
- PLUG
- CONCENTRIC REDUCER
- ECCENTRIC REDUCER (SHOWN FLAT SIDE DOWN)
- CONCENTRIC SWAGE
- FLEXIBLE HOSE (FLANGED)
- FLEXIBLE HOSE
- EXPANSION BELLOWS
- INSULATION
- BASKET STRAINER
- MAGNETIC METER
- FLOW INDICATOR
- CLEANOUT TEE
- SILENCER
- INLINE MIXER
- FLAME ARRESTOR
- MECHANICAL ISOLATION JOINT
- RAIN CAP
- PIPE MITER
- BARRED TEE
- AUTOMATIC AIR RELEASE
- AUTOMATIC AIR/VACUUM RELEASE
- SPECIFICATION BREAK (A1 / C3)
- "Y" TRAP
- "P" TRAP
- SPECIALTY ITEM (SP)
- VENDOR SUPPLIED (V)
- TIE–IN POINT NUMBER (TP XX)
- PIG SIG
- UNION
- ULTRASONIC METER
- FLOW ELEMENT (VENTURI)
- FLOW ELEMENT (TURBINE)
- FLOW ELEMENT (VORTEX)
- FLOW ELEMENT (QUICK CHANGE ORIFICE PLATE)
- FLOW STRAIGHTENING VANES
- RUPTURE DISC
- PITOT OR PITOT–VENTURI
- OVERVOLTAGE PROTECTOR (OVP)
- FIVE VALVE MANIFOLD (5VM)
- THREE VALVE MANIFOLD (3VM)
- CORIOLIS METER
- POSITIVE DISPLACEMENT METER (LOCAL TOTALIZING)
- ROTAMETER (FI)
- FLOW ELEMENT–UNCLASSIFIED (FE)
- SAMPLE CONNECTION (SC)
- CORROSION PROBE (CP)
- FLOW SIGHT GAUGE
- INSTRUMENT AIR SUPPLY (IA)
- INSULATING UNION (INS)
- TWO VALVE MANIFOLD (2VM)

SERVICE DESIGNATIONS

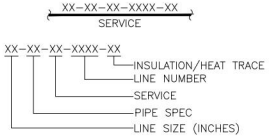
AG	ACID GAS	HO	HOT OIL	PTW	WATER, POTABLE
AI	AIR, INSTRUMENT	IA	INSTRUMENT AIR	RA	RICH AMINE
AS	AIR, STARTING	IG	INSTRUMENT GAS	RC	RAW CONDENSATE
CD	CONDENSATE	JW	JACKET WATER	RG	RICH GLYCOL
DPC	DRAIN, CLOSED	LA	LEAN AMINE	S	STEAM
DPO	DRAIN, OPEN	LG	LEAN GLYCOL	SC	STABLE CONDENSATE
FG	FUEL GAS	LO	LUBE OIL	SL	SCRUBBER LIQUID
FL	FLARE	LP	LOW PRESSURE	UA	AIR, UTILITY
GAN	NITROGEN GAS	LQ	LIQUIDS	VA	GAS, VENT
GE	EXHAUST, FUEL COMBUSTION	MU	MAKE UP	VF	GAS, VENT TO FLARE
GF	GAS, FUEL	NG	NATURAL GAS	WC	WATER, COOLING
GZ	GAS, SEAL	PG	PRODUCT GAS	WU	WATER, UTILITY
HC	HYDROCARBON	PW	PRODUCT WATER		
		OL	OIL, LUBRICATING		

INSULATION DESIGNATIONS

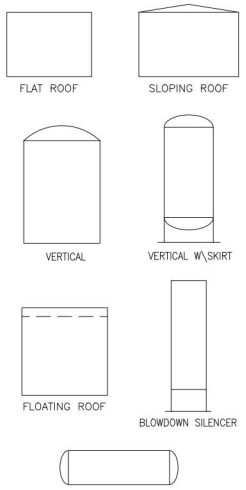


IDENTIFIER:	CLASSIFICATION:
PP	PERSONNEL PROTECTION
H	HEAT CONSERVATION
E	ELECTRICALLY TRACED
C	COLD CONSERVATION
AS	ANTISWEAT
FP	FREEZE PROTECTION

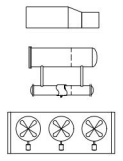
LINE NUMBERING



TANKS & VESSELS



MISCELLANEOUS EQUIPMENT



ABBREVIATIONS

A	- ANALOG SIGNAL	FQ	- FLOW TOTALIZER/FLOW COMPUTER	OT	- OPERATING TEMPERATURE	TS*	- TEMPERATURE SWITCH
A/M	- AUTO/MANUAL SELECTOR	FQI	- FLOW TOTALIZING INDICATOR	PA*	- PRESSURE ALARM	TSO	- TIGHT SEAL OFF
AA*	- ANALYSIS ALARM	FQS*	- FLOW TOTALIZING SWITCH	PC	- PRESSURE CONTROLLER	TT	- TEMPERATURE TRANSMITTER
AC	- AIR TO CLOSE	FR	- FLOW RECORDER	PCV	- PRESSURE CONTROL VALVE	TW	- THERMOWELL
AC	- ANALYSIS CONTROLLER (SAMPLER)	FS	- FAIL STEADY	PDA*	- PRESSURE DIFFERENTIAL ALARM	TY	- TEMPERATURE RELAY
ACFM	- ACTUAL CUBIC FEET PER MINUTE	FS*	- FLOW SWITCH	PDI	- PRESSURE DIFFERENTIAL INDICATOR	TYP	- TYPICAL
ADAPT	- ADAPTIVE CONTROL MODE	FSC	- FSV COMMAND (CLOSED)	PDIT	- PRESS. DIFF. INDICATING TRANSMITTER	UCP	- UNIT CONTROL PANEL
AE	- ANALYSIS ELEMENT (SAMPLER)	FSV	- FAST STOP VALVE	PDR	- PRESSURE DIFF. RECORDER	UG	- UNDERGROUND
AFFF	- AQUEOUS FILM FORMING FLUID	FT	- FLOW TRANSMITTER	PDT	- PRESSURE DIFFERENTIAL TRANSMITTER	VA*	- VIBRATION ALARM
AG	- ABOVE GROUND	FV	- FLOW VALVE	PI	- PRESSURE INDICATION	VE	- VIBRATION ELEMENT
AI	- ANALYSIS INDICATOR	FX	- FLOW STRAIGHTENING VANE	PIC	- PRESSURE INDICATING CONTROLLER	VF	- VENDOR FURNISHED
AIT	- ANALYSIS INDICATING TRANSMITTER	FY	- FLOW RELAY	PIT	- PRESSURE INDICATING TRANSMITTER	VFD	- VARIABLE FREQUENCY DRIVE
ANSI	- AMERICAN NTL. STANDARDS INSTITUTE	GAL	- GALLONS	PLC	- PROGRAMMABLE LOGIC CONTROLLER	VS*	- VIBRATION SWITCH
AO	- AIR TO OPEN	GHP	- GAS HORSEPOWER	PPE	- PREFERRED PRESSURE END (ORBIT VALVE)	WE	- WELD END CONNECTION
AP	- ANALYSIS POINT (CHROMATOGRAPH)	GPM	- GALLAONS PER MINUTE	PRO	- PRESSURE RECORDER	WOG	- WATER OIL GAS
AR	- ANALYSIS RECORDER	GR	- GRADE	PRC	- PRESSURE RECORDING CONTROLLER	WS	- WATER SUPPLY
AS	- AIR SUPPLY	GS	- GAS SUPPLY	PRV	- PRESSURE REGULATING VALVE	WT	- WALL THICKNESS
AS*	- ANALYSIS SWITCH	HC	- HAND CONTROLLER	PS*	- PRESSURE SWITCH	XA*	- ANNUNCIATOR POINT
ASC	- ASV COMMAND (CLOSED)	HCV	- HAND CONTOL VALVE	PSIA	- POUNDS PER SQUARE INCH (ATMOS)	XI	- PIG PASSAGE INDICATOR
ASME	- AMERICAN SOC. OF MECH. ENGINEERS	HH	- HAND HOLE	PSID	- POUNDS PER SQUARE INCH (DIFF.)	XII	- PIG SIG INDICATOR
ASV	- ANTI-SURGE VALVE	HOA	- HAND OFF AUTOMATIC	PSIG	- POUNDS PER SQUARE INCH (GAUGE)	XY	- SPECIAL RELAY
ATS	- AUTO TRANSFER SWITCH	HOA	- HAND-OFF-AUTOMATIC SELECTOR	PSV	- PRESSURE SAFETY/RELIEF VALVE	ZA*	- POSITION ALARM
AVG	- AVERAGE	HP	- HIGH PRESSURE OR HORSEPOWER	PT	- PRESSURE TRANSMITTER	ZE	- POSITION DETECTOR (MOTION)
AY	- ANALYSIS RELAY	HS	- HAND SWITCH	PY	- PRESSURE RELAY	ZI	- POSITION INDICATION
BA	- BURNER ALARM	HS	- HYDRAULIC SUPPLY	RF	- RAISED FACE FLANGE	ZIC	- POSITION INDICATION (CLOSED)
BE	- BURNER ELEMENT	HV	- HAND VALVE	RIO	- REMOTE IO PANEL	ZIO	- POSITION INDICATION (OPEN)
BF	- BLIND FLANGE	IAS	- INSTRUMENT AIR SUPPLY	RO	- RESTRICTION ORIFICE	ZS	- POSITION SWITCH (MOTION)
BG	- BELOW GROUND	IG	- INSULATING GASKET	RPM	- REVOLUTIONS PER MINUTE	ZSC	- POSITION INDICATOR SWITCH (CLOSED)
BL	- GAS/FLAME DETECTION LIGHT	IGS	- INSTRUMENT GAS SUPPLY	RSI	- REMOTE SHUT-IN	ZSO	- POSITION INDICATOR SWITCH (OPEN)
BO	- BLOW-OFF	INS	- INSULATING GASKET	RTD	- RESISTANCE TEMP. DETECTOR		
BOP	- BALANCE OF PLANT	IU	- INSULATING UNION	RTD	- RESISTANCE TYPE TEMP ELEMENT	ZT	- POSITION TRANSMITTER
BS	- BURNER SWITCH	LA*	- LEVEL ALARM	RTU	- REMOTE TERMINAL UNIT	ZYC	- POSITION COMMAND (VALVE CLOSED)
BSH	- SMOKE DETECTION	LASD	- LOCAL AREA SHUTDOWN	RTU	- REMOTE TERMINAL UNIT	ZYO	- POSITION COMMAND (VALVE OPEN)
BT	- FLAME/GAS DETECTION TRANSMITTER	LC	- LOCKED CLOSE OR LEVEL CONTROLLER	S/S	- SEAM TO SEAM		
BTU	- BRITISH THERMAL UNIT	LCV	- LEVEL CONTROL VALVE	SA*	- SPEED ALARM		
C/A/M	- COMPUTER/AUTO/MANUAL	LG	- LEVEL GAUGE GLASS	SC	- SAMPLE CONNECTION		
C/R/L	- COMPUTER/REMOTE/LOCAL	LI	- LEVEL INDICATOR (NON-GLASS)	SCFD	- STANDARD CUBIC FEET PER DAY		
CF	- CUSTOMER FURNISHED	LIC	- LEVEL INDICATING CONTROLLER	SCFH	- STANDARD CUBIC FEET PER HOUR		
CP	- CATHODIC PROTECTION	LO	- LOCK OPEN	SCFM	- STANDARD CUBIC FEET PER MINUTE		
CSO/C	- CAR SEAL OPEN/CLOSED	LP	- LOW PRESSURE	SCP	- STATION CONTROL PANEL		
CWR	- COOLING WATER RETURN	LS	- LIQUID SEAL	SCRD	- SCREWED CONNECTION		
CWS	- COOLING WATER SUPPLY	LS*	- LEVEL SWITCH	SDV	- SHUTDOWN VALVE		
DP	- DESIGN PRESSURE	LT	- LEVEL TRANSMITTER	SP	- SET POINT		
DT	- DESIGN TEMPERATURE	MA*	- MOISTURE ALARM	SR	- STRESS RELIEVE		
DV	- DUMP VALVE	MAOP	- MAX ALLOWABLE OPERATING PRESSURE	SS*	- SPEED SWITCH		
ELEV	- ELEVATION	MAX	- MAXIMUM	SST	- STAINLESS STEEL TUBING		
ES	- ELECTRICAL SUPPLY	MC	- MOISTURE CONTROLLER	ST	- SPEED TRANSMITTER		
ES*	- VOLTAGE SWITCH	MCC	- MOTOR CONTROL CENTER	STR	- STRAINER		
ESD	- EMERGENCY SHUTDOWN	ME	- MOISTURE ELEMENT	SVO	- SOLENOID VALVE OPEN		
EY	- VOLTAGE RELAY	MI	- MOISTURE INDICATOR	SVC	- SOLENOID VALVE CLOSED		
F	- FILTER	MIN	- MINUTE OR MINIMUM	T/T	- TANGENT TO TANGENT		
FA*	- FLOW ALARM OR FLAME ARRESTOR	MLW	- MEAN LOW WATER	TA*	- TEMPERATURE ALARM		
FC	- FAIL CLOSE OR FLOW CONTROLLER	MNPT	- MALE NATIONAL PIPE THREAD	TC	- TEMPERATURE CONTROLLER		
FCV	- FLOW CONTROL VALVE	MP	- MEDIUM PRESSURE	TCV	- TEMPERATURE CONTROL VALVE		
FDV	- FLOW DIRECTION VALVE (CHECK)	MR	- MOISTURE RECORDER	TDI	- TEMP DIFFERENTIAL INDICATOR		
FE	- FLANGED END OR FLOW ELEMENT	MS	- MOISTURE SWITCH	TE	- TEMPERATURE ELEMENT		
FFC	- FLOW RATIO CONTROLLER	MT	- MOISTURE ANALYZER/TRANSMITTER	TI	- TEMPERATURE INDICATOR		
FI	- FAIL INDETERMINATE	MVT	- MULTI-VARIABLE TRANSMITTER	TIC	- TEMP INDICATING CONROLLER		
FI	- FLOW INDICATOR	MW	- MANWAY	TIT	- TEMP INDICATING TRANSMITTER		
FIC	- FLOW INDICATING CONTROLLER	NC	- NORMALLY CLOSED	TP	- TIE-IN POINT		
FIN FL	- FINISHED FLOOR	NNF	- NORMALLY NO FLOW	TR	- TEMPERATURE RECORDER		
FIT	- FLOW INDICATING TRANSMITTER	NO	- NORMALLY OPEN	TRC	- TEMP RECORDING CONTROLLER		
FL	- FAIL LAST	NRV	- NON-RETURN VALVE	TS	- TEMPORARY STRAINER		
FLP	- FAIL LAST POSITION	NS	- NITROGEN SUPPLY				
FNPT	- FEMALE NATIONAL PIPE THREAD	NWP	- NORMAL WORKING PRESSURE				
FO	- FAIL OPEN	OP	- OPERATING PRESSURE				
FP	- FULL PORT	OPP	- OVER-PRESSURE PROTECTION				
		OSA*	- OVER SPEED ALARM				
		OSS*	- OVER SPEED SWITCH				

*ALARMS, SWITCHES AND ANNUNCIATORS MAY HAVE SUFFIX LETTERS AS FOLLOWS:

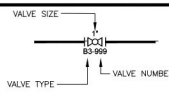
- L - DENOTES LOW ALARM
- LL - DENOTES LOW SHUTDOWN
- H - DENOTES HIGH ALARM
- HH - DENOTES HIGH SHUTDOWN

EQUIPMENT DESIGNATIONS INSTRUMENT & ACTUATED VALVE NUMBERING

BBT–XXXX (VARIABLE DATA)
- SEQUENCE NUMBER
- UNIT PREFIX

SEE GENERAL NOTES ON THIS SHEET

VALVE NUMBERING SYSTEM



VALVE TYPE

- BALL VALVE
  B1 = CONVENTIONAL PORT BALL VALVE
  B2 = CONVENTIONAL PORT ORBIT BALL VALVE
  B3 = FULL PORT BALL VALVE
  B4 = FULL PORT ORBIT BALL VALVE
- GLOBE VALVE
  L1 = GLOBE VALVE
- CHECK VALVE
  C1 = WAFER CHECK VALVE
  C2 = FULL BODY CHECK VALVE
  C3 = FULL BODY CHECK VALVE – PISTON TYPE
  C4 = EXCESS FLOW CHECK VALVE
- GATE VALVE
  G1 = CONVENTIONAL PORT GATE VALVE
  G2 = FULL PORT GATE VALVE
- PLUG VALVE
  P1 = CONVENTIONAL PORT PLUG VALVE
  P2 = NON LUBRICATED PLUG VALVE
- BUTTERFLY VALVE
  F1 = WAFER TYPE
  F2 = LUG TYPE
- NEEDLE VALVE
  N1 = TYP.
  N2 = WITH BLEED PORT
  N3 = WITH VALVED BLEED PORT
- ANGLE VALVE
  A1 = CONVENTIONAL PORT ANGLE VALVE
  A2 = FULL PORT ANGLE VALVE

VALVE MATERIALS

CODE	DESCRIPTION
1	CARBON STEEL
2	LOW TEMP.
3	304SS
4	316SS
5	1 1/4 CR – 1/2 MO
6	CPVC
7	BRASS

CONTROL VALVE DESIGNATIONS

CODE	DESCRIPTION
FC	FAIL CLOSED
FO	FAIL OPEN
FL	FAIL LOCKED (POSITION NO CHANGE)
TSO	TIGHT SHUTOFF
LO	LOCKED OPEN

INSULATION NOTE

CODE	DESCRIPTION
H	CALCIUM SILICATE
C	FIBERGLASS

VALVE DESIGNATION

CODE	DESCRIPTION
CSO	CAR SEAL OPEN
CSC	CAR SEAL CLOSED
GO	GEAR OPERATED
LC	LOCKED CLOSED
LO	LOCKED OPEN
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
P	PLUGGED

PIPING SPECS

CODE	DESCRIPTION
A1	CL150 CS
A4	CL150 SS
B1	CL300 CS

LINE TREATMENT

CODE	DESCRIPTION
E	ELECTRICAL HEAT TRACE

MATERIAL

CODE	DESCRIPTION
C.S.	CARBON STEEL
S.S.	STAINLESS STEEL

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VoltaGrid

TITLE : GENERAL NOTES AND LEGEND MECHANICAL

NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECK	APPR
0	12/19/2025	ISSUED FOR CONSTRUCTION	CN	MA	BD

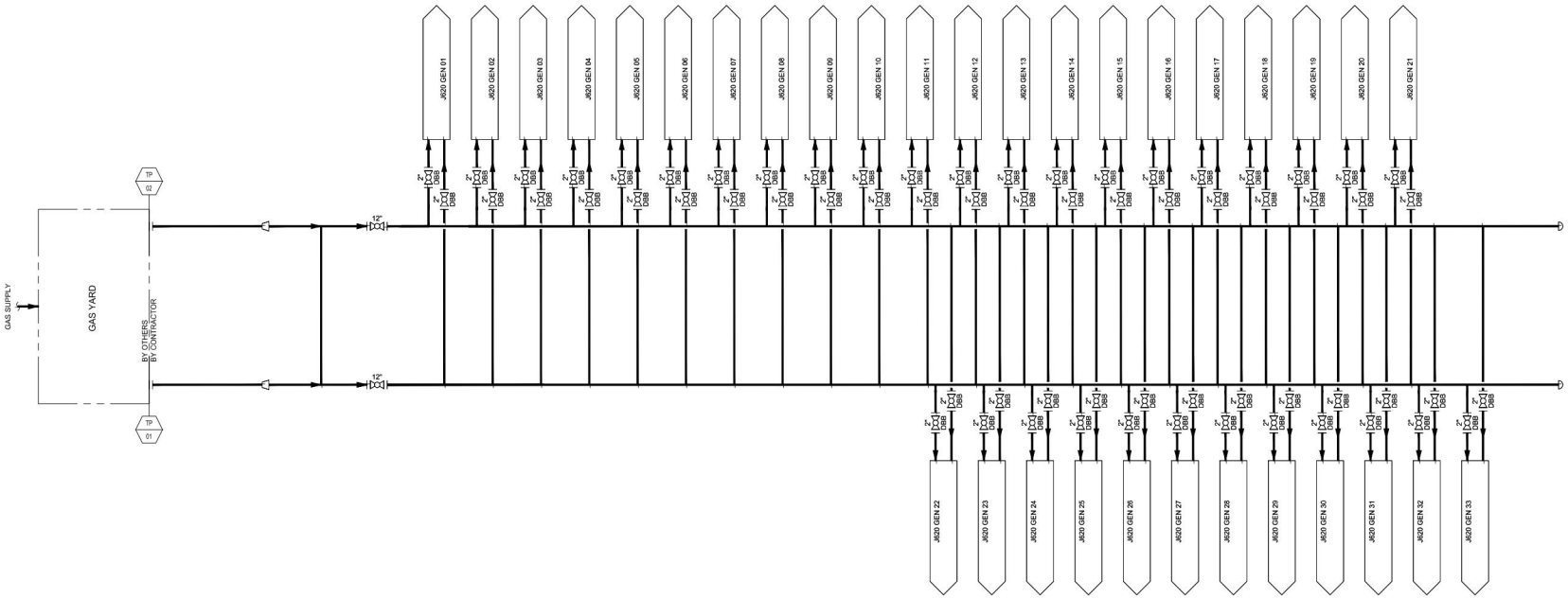
PROJECT NAME/NUMBER: SERVER FARM ATL2

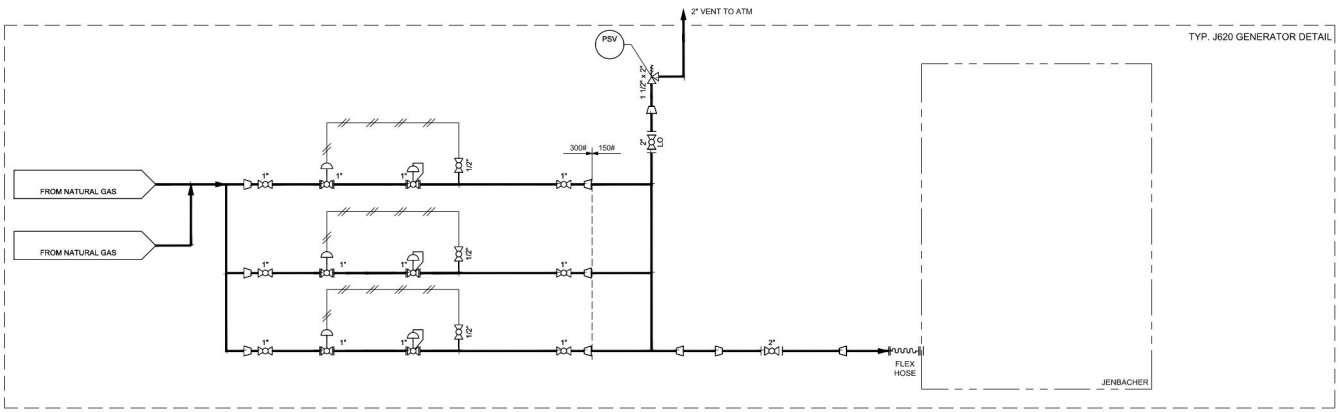
DRAWING NO.: 25108102-001-MP-DRW-0001-001

SCALE: NONE

REV.: 0

NUMBER OF SHEET: -





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VoltaGrid

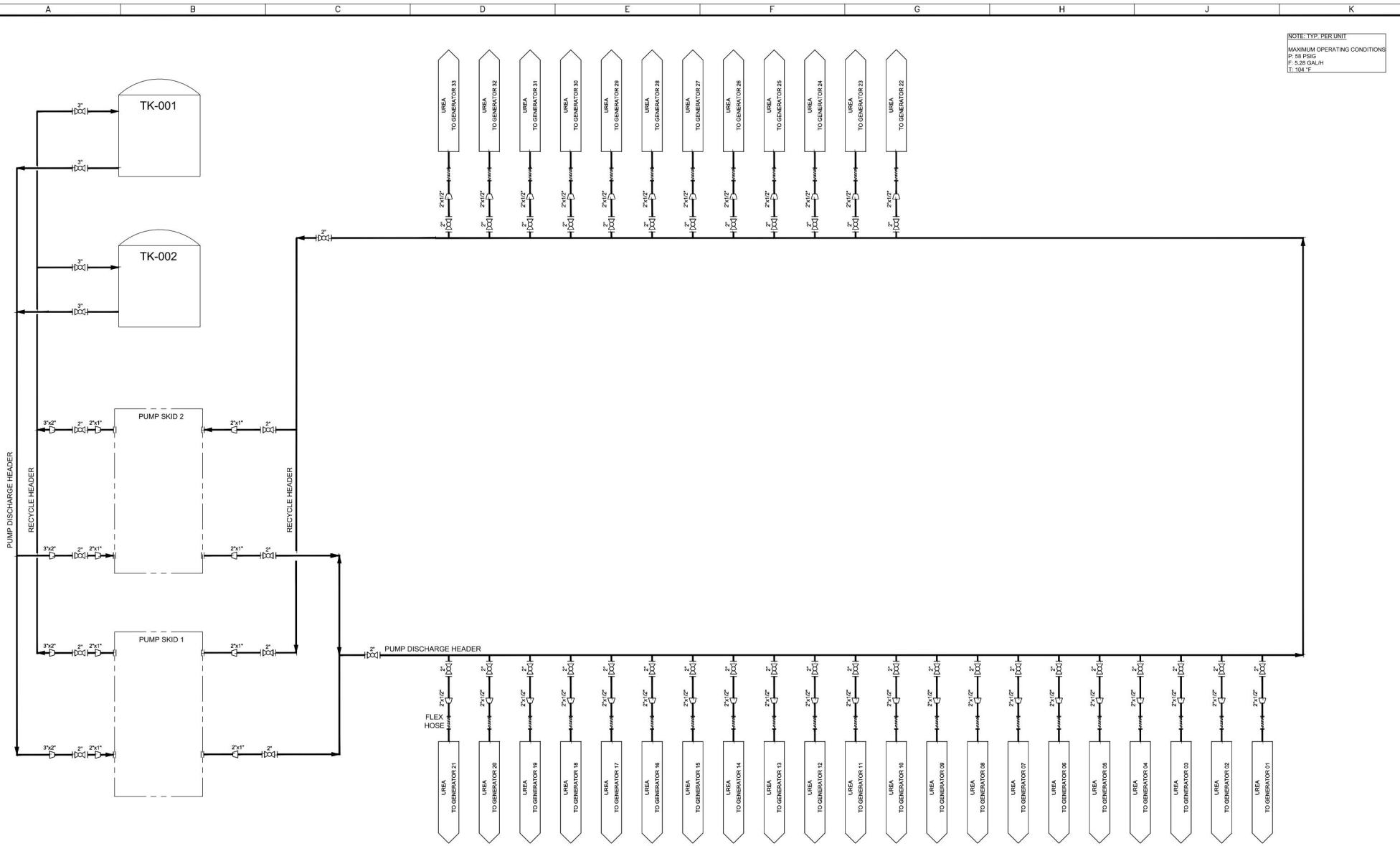
TITLE :
FUEL GAS
PROCESS FLOW DIAGRAM

NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECK	APPR
0	12/19/2025	ISSUED FOR CONSTRUCTION	CN	MA	BD

PROJECT NAME/NUMBER:
SERVER FARM ATL2

DRAWING NO.:
25108102-001-MP-DRW-0100-001

SCALE: NONE
REV.: 0
NUMBER OF SHEET: 1 OF 1



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VoltaGrid

TITLE :
UREA
PROCESS FLOW DIAGRAM

NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECK	APPR
0	12/19/2025	ISSUED FOR CONSTRUCTION	CN	MA	BD

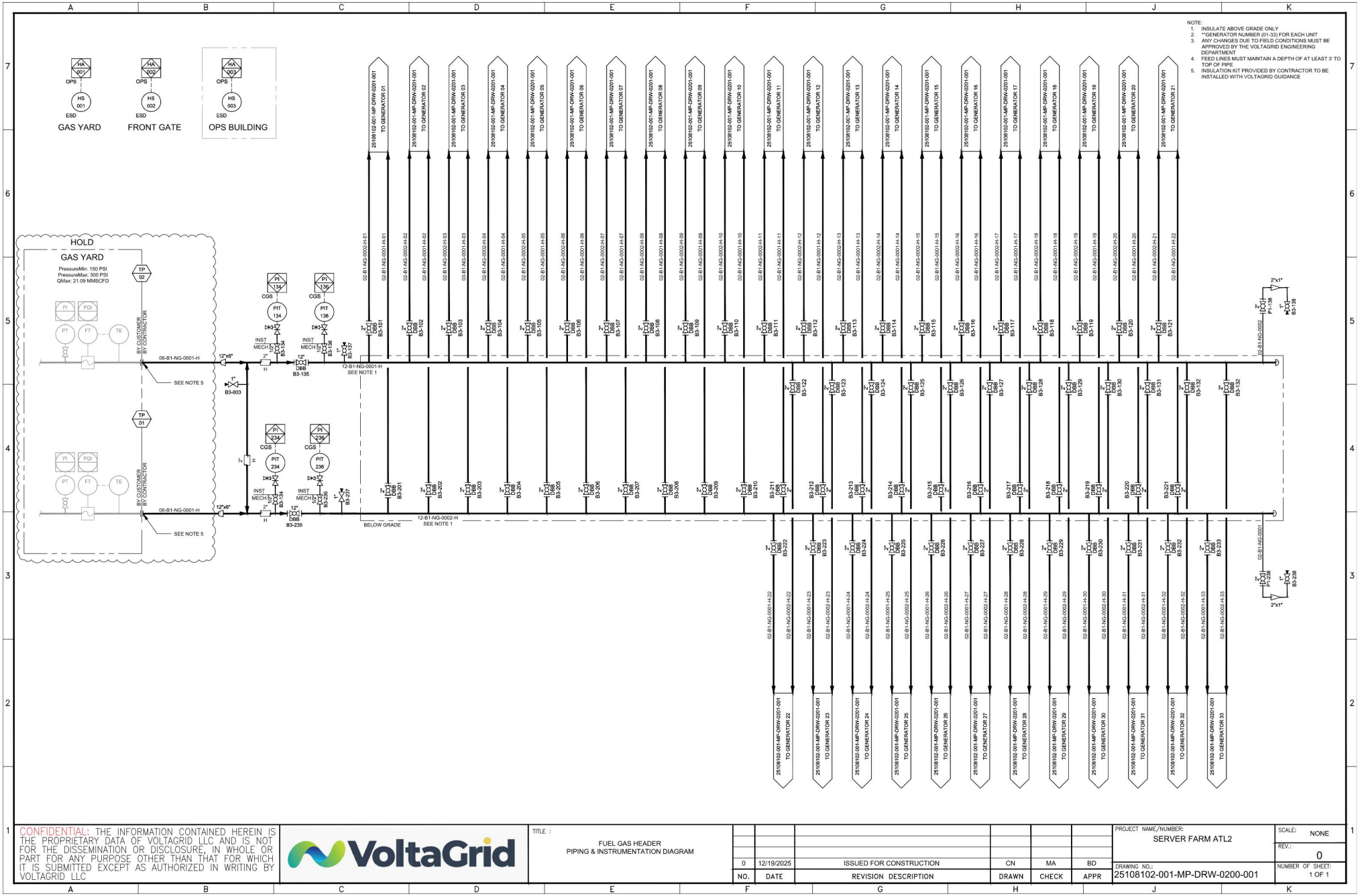
PROJECT NAME/NUMBER:
SERVER FARM ATL2

DRAWING NO.:
25108102-001-MP-DRW-0101-001

SCALE: NONE

REV.: 0

NUMBER OF SHEET: 1 OF 1



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VoltaGrid

TITLE :
FUEL GAS HEADER
PIPING & INSTRUMENTATION DIAGRAM

NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECK	APPR
0	12/19/2025	ISSUED FOR CONSTRUCTION	CN	MA	BD

PROJECT NAME/NUMBER:
SERVER FARM ATL2

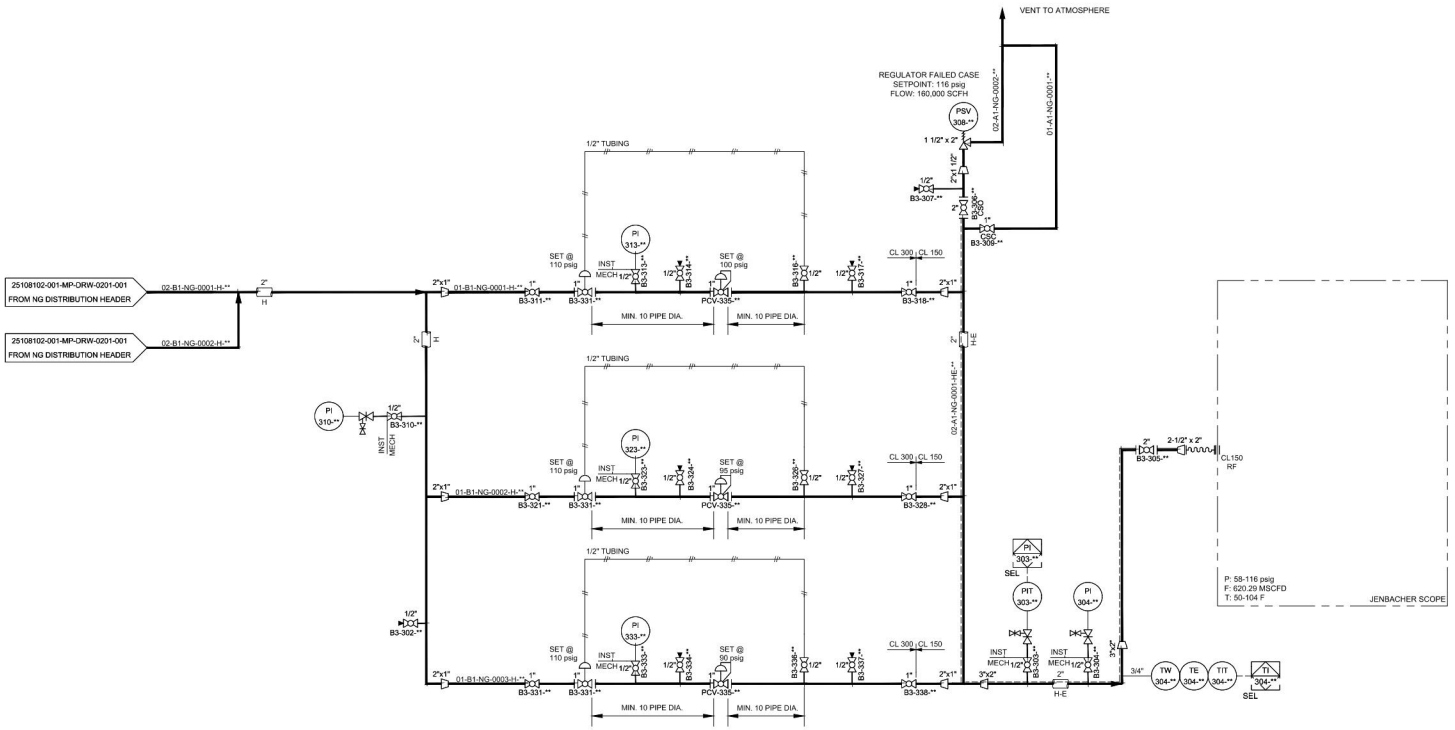
DRAWING NO.:
25108102-001-MP-DRW-0200-001

SCALE: NONE

REV.: 0

NUMBER OF SHEET: 1 OF 1

NOTE:
1. INSULATE ABOVE GRADE ONLY.
2. **GENERATOR NUMBER (01-33) FOR EACH UNIT.
3. ANY CHANGES DUE TO FIELD CONDITIONS MUST BE APPROVED BY THE VOLTAGRID ENGINEERING DEPARTMENT.
4. SEL - GENERATOR PROTECTION RELAY (SEL-700G).



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VoltaGrid

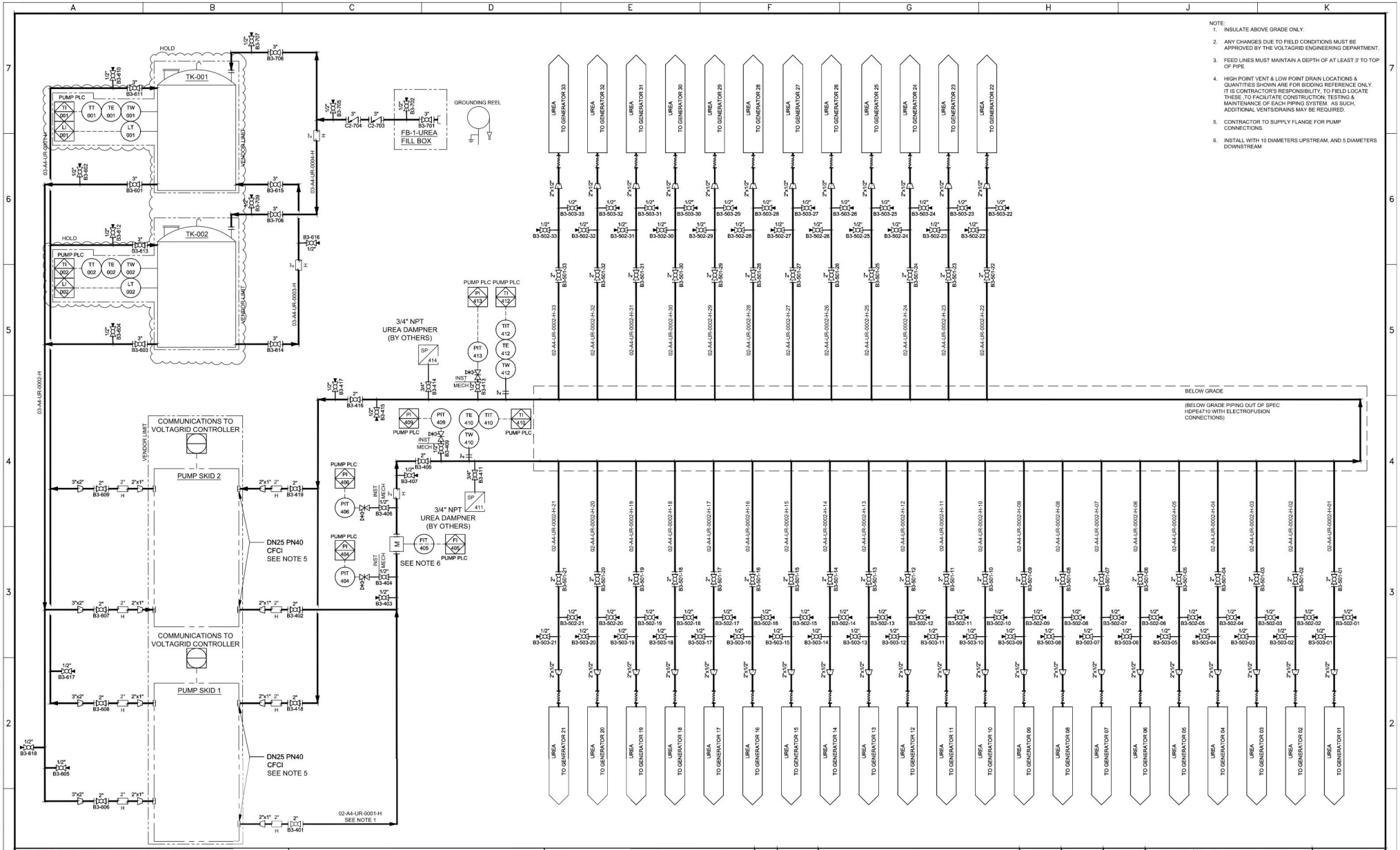
TITLE :
FUEL GAS
TYPICAL GENERATOR
PIPING AND INSTRUMENTATION DIAGRAM

NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECK	APPR
0	12/19/2025	ISSUED FOR CONSTRUCTION	CN	MA	BD

PROJECT NAME/NUMBER:
SERVER FARM ATL2

DRAWING NO.:
25108102-001-MP-DRW-0201-001

SCALE: NONE
REV.: 0
NUMBER OF SHEET: 1 OF 1



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VoltaGrid

TITLE :
UREA
PIPING & INSTRUMENTATION DIAGRAM

NO.	DATE	REVISION DESCRIPTION	DRAWN	CHECK	APPR
0	12/19/2025	ISSUED FOR CONSTRUCTION	CN	MA	BD

PROJECT NAME/NUMBER:
SERVER FARM ATL2

SCALE: NONE
REV.: 0
DRAWING NO.: 25108102-001-MP-DRW-0202-001
NUMBER OF SHEET: 1 OF 1

From: Erick Martinez
To: Mike Willis
Cc: Jason Volk; Kutluhan Erkan
Subject: Re: Hazelbrand Road - Maintenance Bond
Date: Thursday, January 29, 2026 1:57:17 PM
Attachments: image002.png
image005.png
image006.png
image011.jpg
image016.png
image017.jpg
image001.jpg
image003.jpg
image004.png
image008.png
image012.png
image001[95].png
Maintenance Bond - SF ATL2 2026.01.29.docx
Performance Covenant - Hazelbrand Covington - SF ATL 2,LLC 2026.01.29.doc

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Hi Mike,

Apologies for the delay. I'm looping in Kutluhan Erkan, our in-house counsel, who will also be assisting with this request. Please find attached the Maintenance Bond and Performance Covenant for review.

Let me know if you have any questions.

Thank you,

From: Mike Willis <MWillis@cityofcovington.org>
Date: Thursday, December 18, 2025 at 6:36 AM
To: Erick Martinez <erick.m@sfrdc.com>
Cc: Jason Volk <jason.v@sfrdc.com>
Subject: RE: Hazelbrand Road - Maintenance Bond

See attached, again it may need to be revised just a bit for your use.

Once you have updated the language for both, please send a draft for review

Michael Willis, CPESC
City of Covington | Engineering Manager
678-372-6777 | mwillis@cityofcovington.org



From: Erick Martinez <erick.m@sfrdc.com>
Sent: Wednesday, December 17, 2025 5:27 PM
To: Mike Willis <MWillis@cityofcovington.org>
Cc: Jason Volk <jason.v@sfrdc.com>
Subject: Re: Hazelbrand Road - Maintenance Bond

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Mike, thank you for clarifying. Additionally, could you please forward a **Maintenance Bond** template as well?



From: Mike Willis <MWillis@cityofcovington.org>
Date: Wednesday, December 17, 2025 at 7:55 AM
To: Erick Martinez <erick.m@sfrdc.com>
Cc: Jason Volk <jason.v@sfrdc.com>
Subject: RE: Hazelbrand Road - Maintenance Bond

Hi Erick,

I don't think that statement would be applicable in this situation. The template provided is just that and may need to be revised a bit to be specific to the site in question

Michael Willis, CPESC
City of Covington | Engineering Manager
678-372-6777 | mwillis@cityofcovington.org

From: Erick Martinez <erick.m@sfrdc.com>
Sent: Tuesday, December 16, 2025 10:18 PM
To: Mike Willis <MWillis@cityofcovington.org>
Cc: Jason Volk <jason.v@sfrdc.com>
Subject: Re: Hazelbrand Road - Maintenance Bond

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Hi Mike,

Picking back up from our previous email, I noticed that the Performance Covenant template you shared includes an **Exhibit B** stating, *"Completion of final paving in accordance with the approved subdivision plans."* Could you please provide further clarification on this item, or, if available, forward the **approved subdivision plans** being referenced?

Additionally, could you forward the **Maintenance Bond template** as well?

Let me know if you have any questions.

Thank you,

From: Mike Willis <MWillis@cityofcovington.org>
Date: Thursday, October 23, 2025 at 11:54 AM
To: Erick Martinez <erick.m@sfrdc.com>
Cc: Jason Volk <jason.v@sfrdc.com>
Subject: RE: Hazelbrand Road - Maintenance Bond

Erick,

Actually, The should be a **maintenance bond** and **performance covenant.** When installing, or in this case re-locating, city owned infrastructure, the developer is responsible to maintain the new

infrastructure for three years and has to file a covenant agreement on record for their responsibility of said maintenance.

Since the bond and covenant were originally provided by the former property owner the new owner must provide their own bond and covenant once the property is sold.

Michael Willis, CPESC
City of Covington | Engineering Manager
678-372-6777 | mwillis@cityofcovington.org

From: Erick Martinez <erick.m@sfrdc.com>
Sent: Thursday, October 23, 2025 2:08 PM
To: Mike Willis <MWillis@cityofcovington.org>
Cc: Jason Volk <jason.v@sfrdc.com>
Subject: Re: Hazelbrand Road - Maintenance Bond

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Hi Mike,

I look forward to working with you to complete this outstanding item. To confirm my understanding, are the terms "**Maintenance Covenant**" and "**Performance Covenant**" being used interchangeably to refer to the template previously shared?

As the new owner, we're being diligent in obtaining a copy, as it's important that we review the obligations previously agreed upon to properly assess and finalize the agreement the County is requiring us to provide.

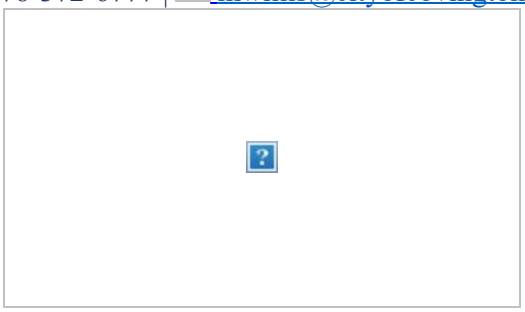
Thank you,

From: Mike Willis <MWillis@cityofcovington.org>
Date: Thursday, October 23, 2025 at 10:51 AM

To: Jason Volk <jason.v@sfrdc.com>, Erick Martinez <erick.m@sfrdc.com>
Subject: RE: Hazelbrand Road - Maintenance Bond
No,

You will need to provide a new one

Michael Willis, CPESC
City of Covington | Engineering Manager
678-372-6777 | mwillis@cityofcovington.org



From: Jason Volk <jason.v@sfrdc.com>
Sent: Wednesday, October 22, 2025 3:05 PM
To: Mike Willis <MWillis@cityofcovington.org>; Erick Martinez <erick.m@sfrdc.com>
Subject: Re: Hazelbrand Road - Maintenance Bond

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Hi Mike,

We are following up to see if you located the performance covenant.

Also, it's my pleasure to introduce you to my colleague Erick Martinez. Erick works in the Legal department here at Serverfarm and will be handling this process for us going forward.

Jason Volk

VP - Acquisitions & Asset Mgmt.

+1 (213) 737-1903
jason.v@sfrdc.com

www.serverfarmllc.com

From: Mike Willis <MWillis@cityofcovington.org>
Sent: Tuesday, September 16, 2025 5:01 AM
To: Jason Volk <jason.v@sfrdc.com>; Kevin Casteel <kcasteel@strategicrepartners.com>
Subject: RE: Hazelbrand Road - Maintenance Bond

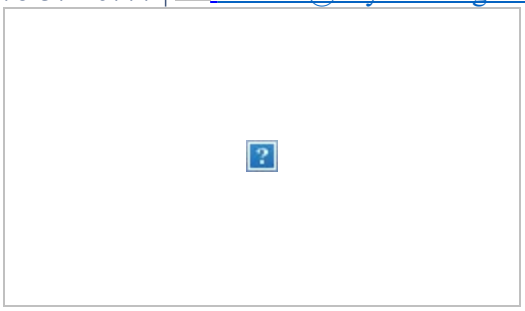
You don't often get email from mwillis@cityofcovington.org. Learn why this is important

Good Morning,

I was unable to locate a performance covenant that had been filed. But, in any case you as the new owner would need to file an updated one anyway.

Please find the template

Michael Willis, CPESC
City of Covington | Engineering Manager
678-372-6777 | mwillis@cityofcovington.org



From: Jason Volk <jason.v@sfrdc.com>
Sent: Monday, September 15, 2025 2:43 PM
To: Kevin Casteel <kcasteel@strategicrepartners.com>; Mike Willis <MWillis@cityofcovington.org>
Subject: Re: Hazelbrand Road - Maintenance Bond

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Thanks, Kevin.

Mike, please send us the City of Covington Maintenance Covenant.

The Maintenance Bond (attached) states: *"This Bond is intended to comply with the requirements of the City of Covington's Maintenance Covenant and shall be interpreted so as to comply with the minimum requirements thereof"*

Jason Volk
VP - Acquisitions & Asset Mgmt.
+1 (213) 737-1903
jason.v@sfrdc.com
www.serverfarmllc.com

From: Kevin Casteel <kcasteel@strategicrepartners.com>
Sent: Monday, September 15, 2025 11:24 AM
To: Mike Willis <MWillis@cityofcovington.org>; Jason Volk <jason.v@sfrdc.com>
Subject: RE: Hazelbrand Road - Maintenance Bond

+Jason Volk.

Thank you Mike for the quick response.

I believe Jason is looking for a covenant or understanding of exactly what the bond supports.

From: Mike Willis <MWillis@cityofcovington.org>
Sent: Monday, September 15, 2025 2:22 PM
To: Kevin Casteel <kcasteel@strategicrepartners.com>
Subject: RE: Hazelbrand Road - Maintenance Bond

Hello Kevin,

I will be taking over for Michael Geiger.

Are there any questions you, or the potential buyer have?

Michael Willis, CPESC

City of Covington | Engineering Manager

678-372-6777 | mwillis@cityofcovington.org



From: Michael Geiger <MGeiger@cityofcovington.org>
Sent: Monday, September 15, 2025 2:11 PM
To: Mike Willis <MWillis@cityofcovington.org>
Subject: FW: Hazelbrand Road - Maintenance Bond

This would be for you.

Thanks,

Michael R Geiger RLS

City of Covington – Transportation Technician III.

Transportation Department-Public Works

(470)330-7253 mgeiger@cityofcovington.org



From: Kevin Casteel <kcasteel@strategicrepartners.com>
Sent: Monday, September 15, 2025 1:52 PM
To: Michael Geiger <MGeiger@cityofcovington.org>

Cc: Jason Volk <jason.v@sfrdc.com>; Jack Cranford <jcranford@strategicrepartners.com>
Subject: Hazelbrand Road - Maintenance Bond

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Good Afternoon Michael,

I have attached a string of emails to help refresh your memory on our project. I have also attached the Maintenance Bond and Calculation spreadsheet that was used when we originally worked with you to put the bond in place.

I have also copied Jason Volk to this email. We are in the process of selling the building to Jason's team. They are needing some additional information regarding the bond as they will be replacing our bond after purchasing the property.

I will let you guys take it from here but wanted to make the introduction.
Thank you,

Kevin

Kevin Casteel

Co-Founder, Managing Partner

Strategic Real Estate Partners, LLC

3715 Northside Parkway

Building 400, Suite 425

Atlanta, GA 30327

706.573.1549

kcasteel@strategicrepartners.com

https://link.edgepilot.com/s/41bebc3a/LJez54xvSk_aom7qfRVVuA?u=http://www.strategicrepartners.com/



REPLACEMENT MAINTENANCE BOND
(Successor Owner – Remainder of Maintenance Period)

STATE OF GEORGIA
COUNTY OF NEWTON

KNOW ALL MEN BY THESE PRESENTS:

That **SF ATL2, LLC dba SF ATL2 (DE), LLC**, as successor owner of the real property described below (hereinafter called the "Owner"), and _____, a corporation organized and existing under the laws of the State of Georgia, as Surety (hereinafter called the "Surety"), are held and firmly bound unto the **CITY OF COVINGTON, GEORGIA** (hereinafter called the "City") in the sum of _____ Dollars ($_____), lawful money of the United States, for the payment whereof the Owner and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the City previously approved a subdivision and related public improvements located at **10835 Hazelbrand Road, Covington, Georgia, Tax Parcel ID 008000000008300** (the "Property"), pursuant to Chapter 16.20 of the Covington Municipal Code, and such improvements were constructed by a prior owner and accepted by the City; and

WHEREAS, in connection with such acceptance, the prior owner furnished a Maintenance Bond and Maintenance Covenant securing the proper maintenance of said improvements for a period of three (3) years from the date of final acceptance; and

WHEREAS, the Owner has acquired title to the Property and, as successor in interest, desires to replace and substitute its own Maintenance Bond for the bond previously posted, for the unexpired balance of the original three (3) year maintenance period;

NOW, THEREFORE, the condition of this obligation is such that if the Owner shall faithfully maintain, or cause to be maintained, all public improvements and installations within the Property in good repair and in accordance with the applicable standards of the City for the remainder of the original maintenance term, beginning _____ and ending _____, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

In the event the Owner is declared in default by the City during said remaining maintenance period, the Surety shall, upon written notice from the City, promptly:

(a) Reimburse the City for all reasonable costs of repair and maintenance incurred; or
(b) At the option of the City, complete such repairs and maintenance under the City's direction and approval.

This Bond is given in substitution of, and not in addition to, the Maintenance Bond previously filed for the Property, and shall be interpreted so as to comply with the minimum requirements of the City's Maintenance Covenant and Chapter 16.20 of the Covington Municipal Code.

IN WITNESS WHEREOF, the parties hereto have executed this instrument under seal this ___ day of _____, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing authority.

SURETY	OWNER
_____	SF ATL2, LLC dba SF ATL2 (DE), LLC
(Printed name)	(Printed name)
By:_____	By:_____
(Title)	(Title)
(CORPORATE SEAL)	(CORPORATE SEAL)

Return to:
City of Covington
Engineering Department
P.O. Box 1527
Covington, GA 30015

SUCCESSOR MAINTENANCE COVENANT

(Assumption and Continuation of Existing Obligation)

STATE OF GEORGIA
COUNTY OF NEWTON

THIS MAINTENANCE COVENANT ("Covenant") is made and entered into this ___ day of _____, 2026, by **SF ATL2, LLC dba SF ATL2 (DE), LLC**, as successor owner (hereinafter called the "Owner").

WITNESSETH:

WHEREAS, a prior owner of the Property described in that certain Final Plat recorded in the public records of Newton County, Georgia (the "Final Plat"), constructed and dedicated certain public improvements and, in connection therewith, executed a Maintenance Covenant and furnished a Maintenance Bond securing the proper maintenance of such improvements for a period of three (3) years following final acceptance by the City of Covington; and

WHEREAS, the Owner has acquired the Property and desires to assume and continue the maintenance obligations running with the land for the unexpired balance of said three (3) year period, and to provide replacement security therefor as required by the City;

NOW, THEREFORE, in consideration of the premises, and in order to comply with the requirements of the City of Covington Code of Ordinances, the Owner, for itself and its successors and assigns, hereby covenants and agrees as follows:

1. **Assumption of Obligations.**
   The Owner hereby assumes all maintenance obligations set forth in the previously recorded Maintenance Covenant for the Property, as if the Owner were the original covenantor thereunder, for the remainder of the original three (3) year maintenance period.

2. **Maintenance Period.**
   The obligations of this Covenant shall apply from _____ through _____, being the unexpired portion of the original maintenance term commencing upon the City's final acceptance of the improvements.

3. **Standards of Maintenance.**
   The Owner shall maintain all public improvements in a safe, operable, and workmanlike condition, in accordance with the plans, specifications, and performance standards adopted by the City.

4. **Right of Entry and Inspection.**
   The City, through its authorized agents, may enter upon the Property at reasonable times for the purpose of inspection and verification of compliance with this Covenant.

5. **Security.**
   Contemporaneously herewith, the Owner has furnished the City with a Maintenance Bond, in form and amount acceptable to the City, as substitute security for the bond previously posted, securing performance of the obligations for the remaining maintenance period.

6. **Running with the Land.**
   This Covenant shall run with the land and shall be binding upon the Owner, its heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the Owner has executed this Covenant the day and year first above written.

Signed, sealed and delivered
in the presence of:

OWNER:

SF ATL2, LLC dba SF ATL2 (DE), LLC

_____
BY: _____
AS: _____

_____
Witness

_____
Notary Public

SEAL

Natural Gas Transportation Agreement

Serverfarm Data Center
City of Covington

WHEREAS, City of Covington, Georgia (hereinafter referred to as "**CITY**",) owns and operates a natural gas distribution system and provides transportation natural gas service to end users located on its system; and

WHEREAS, CITY is located on Transcontinental Gas Pipeline Company, LLC (hereinafter referred to as "**TRANSCO**") interstate pipeline; and

WHEREAS, Serverfarm Data Center (hereinafter referred to as **"CUSTOMER"**) is constructing a facility in Covington, Georgia located at _____ Road, Covington, GA 30014 (the "**Facility**") as a subtenant thereon; and desires to purchase transportation natural gas service from CITY; and

WHEREAS, CITY is making transportation deliveries to CUSTOMER over its existing distribution system; and

WHEREAS, CUSTOMER has arranged or will arrange with third parties for the purchase of natural gas to be delivered to CITY's distribution system for further delivery to CUSTOMER at the Facility (such third parties providing natural gas on behalf of CUSTOMER, "**Suppliers**").

NOW, THEREFORE, for and in consideration of the mutual undertakings hereinafter set forth, the parties have agreed as follows:

1. **PURPOSE:** CUSTOMER or its Suppliers shall be responsible for delivering volumes of natural gas to meet CUSTOMER's daily demand of natural gas at the Facility at the CITY delivery point meter on TRANSCO. Scheduled daily gas quantities shall then be redelivered by CITY to CUSTOMER at the Facility.

2. **TERM:** This agreement shall commence on **January 1, 2026,** at 10 a.m. (EST) and shall continue until **December 31, 2030,** or if both parties agree in writing, a year to year extension thereafter, not to exceed 40 years.

3. **REGULATORY DOCUMENTATION:** CITY will deliver quantities of natural gas nominated by CUSTOMER and scheduled by TRANSCO, according to TRANSCO regulations and flow orders. CITY will also provide monitoring, maintenance and repair services of its distribution lines and facilities in all cases in accordance with all applicable laws, rules and regulations and the terms and conditions of this agreement.

4. **CONSTRUCTION:** Construction of infrastructure to serve CUSTOMER will be addressed through a separate facilities agreement between CITY and CUSTOMER.

5. **TRANSPORTATION PROCEDURES:**

a. TITLE: Gas received by CITY for the account of or for delivery to CUSTOMER shall at all times be deemed the property of CUSTOMER. CUSTOMER warrants that it will have good title to natural gas delivered to CITY's distribution system by Suppliers free and clear of all liens and encumbrances, and further that CUSTOMER will indemnify and save harmless CITY from all suits, actions, debts, acts, damages, costs, losses and expenses arising from or out of any breach of the foregoing representation and warranty in this Section 5(a).

b. MONTHLY PLANNING: At least one business day prior to the start of a new month during the term of this agreement, CUSTOMER shall provide its daily nomination plans for the upcoming month to the CITY and its agents.

c. SCHEDULING: Subject to and consistent with the nomination procedures used by TRANSCO, CUSTOMER and its Suppliers shall nominate with TRANSCO, in accordance with its daily requirements, the quantities of natural gas, CUSTOMER desires to have transported to the Facility.

d. INTRA MONTH/DAY UPDATES: Daily and intraday nomination changes shall be communicated to CITY and its agents prior to submission into the TRANSCO Electronic Bulletin Board (DART).

e. OTHER GUIDELINES: The parties may agree to guidelines outside this agreement to enhance cooperation. Billing and communication are such guidelines categories and may include contact names and information, spreadsheets, etc.

6. **IMBALANCES:**

a. CUSTOMER is responsible for causing its daily demand of natural gas for the Facility to be delivered to the CITY delivery point on TRANSCO. While it is recognized that certain operational imbalances may occur between the daily quantities received by CITY for transportation and the daily quantities of gas delivered by CITY to CUSTOMER at the Facility, CUSTOMER and its Suppliers shall use reasonable effort to ensure that receipts and deliveries remain reasonably in balance (meaning the amount received and delivered by CITY are the same) on both a daily and monthly basis, consistent with the operational balancing provisions of TRANSCO' FERC Gas Tariff.

b. Imbalances shall be calculated daily by CITY. Final monthly imbalances between CITY and CUSTOMER shall be reconciled and resolved financially according to the pricing provisions outlined in Section 6 of Exhibit A. Customer shall be responsible for all costs, charges, or credits associated with such resolution of imbalances.

c. CITY shall provide CUSTOMER with monthly statements detailing imbalance calculations and any associated charges or credits derived for Exhibit

A. CUSTOMER shall have the right to audit CITY's calculations related to the application of the imbalance charges and credits as defined in Exhibit A. if any such audit shows that CITY's calculations were incorrect, CITY shall credit, or bill CUSTOMER (as applicable) based on the proper calculations. If the final audited amount of the imbalance charges or credits calculated pursuant to this sentence is 5% or more greater or lesser than that initially calculated by CITY, then CITY shall bear the reasonable costs and expenses of such audit (including through a credit)

7. **ACCESS, CITY METERING:**

a. CUSTOMER by this agreement shall authorize CITY to access the GAS meter(s) at the Facility and all other CITY assets at the Facility such as, but not limited to, regulator stations, service lines, data gathering equipment, etc. (if applicable) to the extent necessary for CITY to satisfy its obligations under, and during the term of, this agreement. CITY acknowledges that CUSTOMER is a subtenant, and not the owner, of the Facility.

b. If CUSTOMER requests with reasonable notice, CITY shall provide larger meter(s) and regulator(s) as well as modification of the meter manifold(s) to accommodate future growth at CUSTOMER's Facility. Prior to commencing modification of the metering or regulators, CITY shall present CUSTOMER with a cost estimate which CITY shall cause to be reasonably accurate. CUSTOMER may accept the cost estimate and reimburse CITY for the modifications to be constructed by CITY, or, with CITY prior permission, be permitted to construct any such metering facilities to CITY's specifications with other service providers selected by CUSTOMER.

c. CUSTOMER shall permit installation and maintenance of CITY specific electronic measurement equipment at CUSTOMER expense at the Facility; provided that such electronic measurement equipment, and the cost of installation, maintenance and monthly service thereof, has been identified in writing to CUSTOMER prior to the execution of this agreement. CUSTOMER shall also pay related monthly service fees to the electronic device.

d. In the event, short term reporting by electronic measurement is not available and CUSTOMER has been notified by CITY thereof, CUSTOMER shall report actual GAS day volumes used at the Facility to CITY within 6 hours of the end of the previous GAS day (or the time at which City notifies CUSTOMER of such unavailability, if later). CUSTOMER shall be notified by CITY when electronic means aren't available. An email response to CITY is preferred. All notices described herein shall be delivered pursuant to Section 12(d) or in such other manner and to such other authorized personnel as each party may designate in writing.

8. **RATES:** EXHIBIT A: RATES AND BILLING is incorporated herein by reference.

9. **SUSPENSION AND OR TERMINATION:**

a. CITY at its sole discretion is entitled to suspend transportation in the event CUSTOMER violates its obligation to make payments in accordance with this Agreement; provided that CITY has delivered written notice of such violation 15 days prior to such suspension, and such violation has remained uncured during such time. CUSTOMER shall be obligated to pay balances due before service to CUSTOMER is restored.

b. Either party reserves the right to terminate this agreement with 60 days' prior written notice if the other party violates the terms of this agreement, provided that such violation remains uncured during such 60-day period. Upon cancellation, CUSTOMER shall be offered Interruptible service by CITY and in this event, a mutually agreeable negotiated agreement shall be created for Interruptible service and signed by both CITY and CUSTOMER to commence flow. Firm service may be offered by CITY with proper planning time and through written agreement.

c. Notwithstanding any other provisions contained herein, CUSTOMER may terminate this Agreement should it elect to close, sell, lease or otherwise no longer use or occupy the Facility, provided such election must be preceded by 180 days' prior written notice by CUSTOMER to CITY.

d. Termination shall not relieve either party of its obligations with respect to transactions conducted prior to the date of termination.

e. CITY may also temporarily suspend transportation in the event of an emergency that threatens the health or safety of CUSTOMER or its personnel. CITY shall use reasonable best efforts to cure such emergency as promptly as practicable and restore service to CUSTOMER. During the pendency of any such suspension, any fees or other amounts owing to CITY hereunder shall be equitably reduced in proportion to the length of such suspension.

10. **FORCE MAJEURE:**

All volumes of natural GAS that CUSTOMER requests to be delivered to CITY Delivery Point on TRANSCO shall be transported without interruption subject only to a declaration of "Force Majeure".

Neither of the parties hereto shall be liable in damages to the other for any act, omission, or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of any public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightnings, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage, or

accident to machinery or lines of pipe, the binding order of any court or governmental authority and any other cause, whether of the kind herein enumerated or otherwise, in each case to the extent not reasonably within the control of the party invoking Force Majeure and which by the exercise of due diligence such party is unable to reasonably prevent or overcome (together, "**Force Majeure**"). Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension.

Such causes or contingencies affecting the performance hereunder by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve CUSTOMER from its obligations to make payments of amounts then due hereafter. The party affected by the Force Majeure event shall give prompt written notice to the other party thereof.

Nothing herein contained shall be deemed to relieve CITY for the day-to-day operation of its natural gas system in a careful, prudent, and good utility manner, which CITY warrants that it shall do at all times during the term of this agreement. CITY further warrants that it shall maintain its natural gas distribution system and all associated facilities, lines, equipment and other components in good working order and repair, and CUSTOMER shall do the same with respect to such facilities, lines, equipment and other components after the outlet of the gas meter at the Facility.

Neither party shall invoke the provisions of force majeure for the purpose of attempting to avoid the obligations entered in good faith between the parties, for the purpose of gaining economic benefit not contemplated by the parties or mitigating economic detriment not specifically addressed by the parties hereto

11. **LEGAL**

a. RESPONSIBILITY AND LIABILITY: CITY and CUSTOMER do respectively assume full responsibility and liability for the maintenance and operation of the facilities operated by each (CITY operates all facilities up to the outlet of the gas meter at the Facility; CUSTOMER operates all facilities thereafter), and each shall indemnify to extent allowed by law and save harmless the other from all liability and expense (including reasonable attorney's fees) on account of any and all damages, claims or actions, including injury to and death of persons, arising directly or indirectly from any act or omission by the indemnifying party hereunder in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party. CITY shall have no obligation for the distribution or control, or care, or protection, or proper utilization of natural gas beyond the meter set on the Facility which establishes the point of its delivery of natural gas to CUSTOMER. CUSTOMER shall have no obligation for the distribution or control, or care, or protection, or proper utilization of natural gas prior to its delivery to the meter set on the Facility or the meter itself.

CUSTOMER agrees that CITY shall not be liable to CUSTOMER or third persons for property or personal injury resulting from use of Natural Gas or any work performed hereunder or under the presence of CITY's service equipment on CUSTOMER's premises, unless due to bad faith, willful fault or negligence on the part of CITY or other breach of this agreement by CITY. All meters, lines and other equipment placed on CUSTOMER's premises by CITY for providing Natural Gas service to CUSTOMER's premises, unless otherwise expressly provided, shall be and remain the property of CITY, and CUSTOMER shall exercise reasonable care to protect such property from loss or damage. CITY reserves the right to curtail or temporarily interrupt CUSTOMER's service when it shall become necessary to permit CITY to make repairs, replacements or change in its equipment on or off the premises of CUSTOMER. CUSTOMER shall pay for any repairs to or any loss of CITY property when such repairs or loss are occasioned by negligence of CUSTOMER or by failure to comply with this agreement and/or regulations under which service is furnished. Properly authorized agents of CITY shall at all reasonable hours have free access to CUSTOMER's premises for inspecting CITY 's meter and other equipment and to make such tests, adjustments or renewals as are in the opinion of CITY necessary or desirable.

b. GOVERNING OF LAW: This Agreement shall be governed by and interpreted in accordance with the domestic laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia.

c. AMENDMENTS AND WAIVERS: No amendment or waiver of any provision of this Agreement or consent to any departure therefrom is effective unless in writing and signed by City and CUSTOMER. It is effective only in the instance and for the purpose given

d. NOTICES: Notice under this Agreement must be in writing by one of the following and addressed to the other party at its address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this section), and will be deemed received by the receiving party as follows: (i) when delivered by personal delivery; (ii) three business days after being deposited for delivery via certified mail, return receipt requested and postage prepaid; (iii) one business day after being deposited for delivery via nationally recognized overnight courier, with all fees prepaid or (iv) the same day if delivered via electronic mail before 5 p.m. prevailing time of the receiving party on a business day (or the next business day if delivered after such time). In an emergency, after calling 911 if appropriate, notice may be given by phone or electronic communication, followed by one of the methods in the preceding sentence.

If to CUSTOMER—	If to City—
Serverfarm Data Center	City of Covington
Address:	Address:
Attention:	Attention:
E-mail:	E-mail:

e. SEVERABILITY: Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

f. TIME OF ESSENCE: Each party agrees that time is of the essence with respect to its obligations under this Agreement and each and all of its provisions.

g. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties, and all terms and conditions contained in any other writings or oral agreements previously entered into by the parties regarding natural gas shall be deemed to be superseded.

h. BINDING EFFECT: Subject to limits on City's right to assign in this Agreement, this Agreement binds and benefits the parties and their respective personal representatives, successors and assigns.

i. INCORPORATION OF EXHIBITS: Each exhibit or schedule referred to in this Agreement is incorporated by reference

j. COUNTERPARTS: This may be signed in multiple counterparts, each of which constitutes an original

k. CONSTRUCTION: The introduction and recitals are a material part of this Agreement. If this Agreement shall contain any term or provision which shall be invalid or against public policy or if the application of the same is invalid or against public policy, then the remainder shall not be affected and shall remain in full force and effect to the extent possible.

l. PARTY PARTICIPATION: Each party has participated in the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names and on their behalves by their proper officers or officials thereunto duly authorized as of the day and year written below.

CITY OF COVINGTON

By Mayor: _____

Clerk: _____ (Seal)

SERVERFARM DATA CENTER

By: _____ (Seal)

Title: _____

EXHIBIT A
RATES AND BILLING

1. **DISTRIBUTION CHARGE:** The Distribution Charge is a variable charge for the flow of GAS on CITY infrastructure. Below are the applicable rates per Dth of GAS delivered through CITY meter. Billing basis will be according to Mcf but an approximate Dekatherm calculation will also be shown on the invoice for reference:

First	50,000 Dth @ $0.20
Next	50,000 Dth @ $0.15
Next	50,000 Dth @ $0.10
Above	100,000 Dth @ $0.05

2. **BASE CHARGE:** The Base Charge is a monthly charge of **$500** for the use of the GAS metering fixed assets at CUSTOMER location.

3. **GAS AUTHORITY TRANSPORTATION CHARGE:** The Gas Authority Transportation Charge is a variable charge applied to volumes per Mcf, sold for administrative costs incurred. Costs shall be determined annually. Annual estimates can be provided if requested.

4. **SALES DATA MONITORING CHARGES:** To enable timely daily imbalance calculations, CITY shall install sales volumes telemetering hardware at CUSTOMER's expense.

    a. Sales Data Installation/Maintenance Charges shall be a line item on CITY's invoice to CUSTOMER as a location for initial or replacement costs.

    b. Service Provider Charges shall also be itemized monthly.

    A cost estimate shall be provided to CUSTOMER for both hardware and monthly services if requested.

5. **PIPELINE PENALITIES:** If CITY incurs any TRANSCO penalties due to CUSTOMER's failure to comply with TRANSCO Operation Flow Orders, then CNETER shall reimburse CITY in the amount of such penalties along with any other higher GAS costs which are caused by CUSTOMER.

6. **IMBALANCE COSTS:** Imbalances occurring between CUSTOMER and CITY shall be reconciled on a monthly basis, and all costs billed or credited using the applicable provisions outlined below. CITY shall include all imbalance-related costs or credits on the invoice for the month that follows the month the imbalances were created (one month delay). The pricing for positive and negative monthly imbalances shall be determined by reference to TRANSCO's FERC Gas Tariff, Section 37 (Cash Out Provisions), specifically utilizing the Reference Spot Prices published or calculated by TRANSCO for Zone 4, as amended from time to time. This agreement shall specifically utilize the Reference Spot Price "Sell" for negative imbalances and the Reference Spot Price "Buy" for positive imbalances, as defined by TRANSCO's methodology for Zone 4. Notwithstanding any other provisions in TRANSCO's tariff, the calculation of these Reference Spot Prices for the purpose of this agreement shall be based on:

   Reference Spot Price "Sell": Determined by calculating the arithmetic average of the Platts Gas Daily, "Final Daily Price Survey" postings for the "TRANSCO zone 4" index for the Midpoint prices, using the seven Highest Business Day prices in the relevant month.

   Reference Spot Price "Buy": Determined by calculating the arithmetic average of the Platts Gas Daily, "Final Daily Price Survey" postings for the "TRANSCO, zone 4 index for the Midpoint prices, using the seven lowest Business Day prices in the relevant month.

   a. POSITIVE IMBALANCES: If CUSTOMER has accrued a Monthly Imbalance such that the total quantities of gas received by CITY during the month are greater than the total quantities of gas delivered by CITY during the month (Positive Imbalance) CUSTOMER shall receive a credit from CITY for its Monthly Imbalance at the following prices specified for each stated percentage that CUSTOMERs receipts exceed it deliveries , based on the TRANSCO Reference Spot Price "Buy" for Zone 4, as calculated herein:

      0 to 5% - 100% of TRANSCO Reference Spot Price "Buy"
      >5 to 10% - 85% of TRANSCO Reference Spot Price "Buy"
      >10 to 15% - 75% of TRANSCO Reference Spot Price "Buy"
      >15 to 20% - 60% of TRANSCO Reference Spot Price "Buy"
      >20% - 50% of TRANSCO Reference Spot Price "Buy"

   b. NEGATIVE IMBALANCES: If CUSTOMER has accrued a Monthly Imbalance such that the total quantities of gas received by CITY during the month are less than the total quantities of gas delivered by CITY during the month (Negative Imbalance) CUSTOMER shall pay CITY for its Monthly Imbalance at the following prices specified for each stated percentage that CUSTOMER'S deliveries exceed its receipts, based on the TRANSCO Reference Spot Price "Sell" for Zone 4, as calculated herein:

      0 to 5% - 100% of TRANSCO Reference Spot Price "Sell"
      >5 to 10% - 115% of TRANSCO Reference Spot Price "Sell"

>10 to 15% - 125% of TRANSCO Reference Spot Price "Sell"
>15 to 20% - 140% of TRANSCO Reference Spot Price "Sell"
>20% - 150% of TRANSCO Reference Spot Price "Sell"

c. ADDITIONAL CHARGES/CREDITS: Any additional costs or credits incurred by CITY directly related to CUSTOMER's imbalances as specified in TRANSCO's tariff (penalties for exceeding specific imbalance tolerance levels or operational flow order violations, if not already covered by Section 5 of this Exhibit), shall also be passed through to CUSTOMER.

d. FUTURE TARIFF CHANGES: in the event TRANSCO make future changes to its FERC Gas Tariff, specifically to Section 37 or its calculation of Reference Spot Prices applicable to Zone 4, the parties agree to review and, if necessary, amend this Section 6 of Exhibit A to ensure continued alignment with the intent of utilizing TRANSCO's Zone 4 reference Spot Prices as the basis for imbalance resolution, while preserving the CITY's economic position.

7. **PAYMENT:**

a. Meter readings shall be conducted on or around the first day of the month.

b. A billing due date shall be on or around the 10th day of the month.

c. Late charges begin on the fifteenth (15) day of the month at a rate of (5%)

d. If delinquent after 30 days, service shall be discontinued to CUSTOMER.

e. CITY at its sole option may thereafter be entitled to suspend transportation service under this agreement but such suspension of service shall in no way discharge CUSTOMER obligation from payment or any outstanding bill, nor shall such suspension preclude CITY from any other rights or remedies that it may have in either law or equity to enforce the provisions of this agreement. Specifically excluded from any charges for nonpayment or cause for suspension of delivery shall be any quantities of GAS which are under dispute.

8. **ADDITIONAL COSTS:** CITY rates charged CUSTOMER is designed to cover the cost of providing the service only and does not in any way attempt to compensate CITY for costs that are unassociated with such transportation. Unassociated costs are the responsibility of CUSTOMER and not CITY and if CUSTOMER causes CITY to incur any additional costs on TRANSCO during the term of the contract, these are the responsibility of CUSTOMER and not CITY. Any filling fees, certificate fees, or other charges by any governmental agency relating to the transportation service to be provided hereunder shall be paid by CUSTOMER.

Each party hereto shall be obligated to pay all applicable taxes assessed or levied against GAS purchases as those taxes may become legally due under the laws of the State of Georgia, without right of contribution from the other party.

COST REIMBURSEMENT AGREEMENT

This Cost Reimbursement Agreement (this "**CRA**") between Southern Company Services, Inc., acting on behalf of and as agent for Georgia Power Company ("**CUSTOMER**"), and City of Covington, Georgia ("**CITY**") is effective as of the last date signed below (the "**Effective Date**").

RECITALS

(A) CUSTOMER may provide electric services to a new a data center near 11145 Alcovy Road, Covington, Georgia (the "**DATA CENTER**").

(B) CITY owns and operates a natural gas distribution system for the purpose of providing firm and interruptible natural gas sales service to its citizens and customers.

(c) CITY is a member city of the Municipal Gas Authority of Georgia and a customer of Williams Transco Company ("**TRANSCO**"), and maintains firm capacity on the pipeline for natural gas supply and has interruptible natural gas transportation agreements on TRANSCO's natural gas pipeline.

(D) CUSTOMER and CITY are negotiating a Natural Gas Facilities Agreement (the "**AGREEMENT**") for CITY to construct pipeline infrastructure for a new high pressure gas main and TRANSCO take point meter for the Data Center (the "**INFRASTRUCTURE PROJECT**").

(B) Before the AGREEMENT is signed, CUSTOMER has requested that CITY take certain actions (the "**Early Start Actions**") and incur certain out-of-pocket costs (the "**Costs**") as outlined in Exhibit A: Early Start Actions and Cost Summary.

AGREEMENT

1. Early Start Actions. CITY will diligently proceed with performing the Early Start Actions until 11:59 PM EST on the Negotiation End Date (as defined below). CITY will provide CUSTOMER with reasonable and regular updates about the progress of the Early Start Actions and any Costs incurred, and copies of any documents that are reasonably requested by CUSTOMER relating to the Early Start Actions or Costs.

2. Reimbursement; Exclusions.

(a) Reimbursement. If CUSTOMER and CITY do not each sign the AGREEMENT on or before (1) January 31, 2026, or (2) if earlier, the effective date of any termination notice delivered by CUSTOMER under Section 3 below (the earlier of (1) or (2), the "**Negotiation End Date**"), then, subject to clauses (b) and (c) of this Section, CUSTOMER will reimburse CITY for all Costs incurred by CITY up to a maximum aggregate amount set forth in Exhibit A: Early Start Actions and Cost Summary (the "**Reimbursement Cap**"), within 45 days after CUSTOMER receives CITY's invoice and written evidence of all Costs incurred. CITY will issue its invoice as soon as reasonably practicable after the Negotiation End Date. CITY will not be entitled to reimbursement of any costs or expenses, or to any compensation, other than reimbursement of the Costs. CITY will, in accordance with generally accepted accounting principles, keep copies of all books and records relating to the Costs for no fewer than seven years.

(b) Excluded Costs. Notwithstanding anything to the contrary in this CRA, the following costs, expenses, and amounts will be excluded from the Costs, and CUSTOMER will not be obliged to reimburse CITY for any of the following amounts:

(i) any cost or expense that CITY has neither paid nor become obliged to pay to a third party (to avoid doubt, excluding an Affiliate) as of the Negotiation End Date;

(ii) any cost or expense related to any Early Start Actions that CITY failed to perform;

(iii) any cost or expense not directly related to the INFRASTRUCTURE PROJECT;

(iv) any cost or expense to the extent paid by CITY as a result of a breach, default, or late payment by CITY pursuant to any agreement with any party;

(v) any construction or project management overhead or construction or project management fee payable to CITY or its affiliates;

(vi) any cost or expense in excess of any applicable cap specified in Exhibit A: Early Start Actions and Cost Summary, or any amount in excess of the Reimbursement Cap;

(vii) 100% of the Costs if CITY fails to obtain approval of the AGREEMENT from the Council for the City of Covington;

(viii) 100% of the Costs if, in negotiating the AGREEMENT, CITY fails to honor the key business and economic terms as outlined in Exhibit B: Key Agreement Terms; and

(ix) any cost, expense or amount whatsoever if CUSTOMER terminates this CRA and negotiations of the AGREEMENT following a breach of CITY's obligations under this CRA (including, for the avoidance of doubt, CITY's failure to participate in good faith negotiations of the AGREEMENT with CUSTOMER).

3. Exclusivity; Limited Use; Termination.

(a) Negotiation End Date. CUSTOMER may extend the Negotiation End Date by 30 additional days by providing CITY with at least 7 days' prior notice. At any time, both parties may mutually agree in writing to extend the Negotiation End Date for a specified period of time.

(b) Termination.

(i) If CUSTOMER and CITY execute the AGREEMENT, this CRA will automatically terminate and have no further force or effect, and CUSTOMER will have no obligation to reimburse the Costs except as specified in the AGREEMENT.

(ii) CUSTOMER may terminate this CRA and AGREEMENT negotiations at any time by giving CITY written notice; provided CUSTOMER's reimbursement obligations under Section 2 (a) shall survive such termination.

(c) Subsequent Actions. Immediately after the Negotiation End Date, CITY will (i) use commercially efforts to terminate all existing contractual obligations related to the Early Start Actions and minimize any Costs, and (ii) cease all Early Start Actions.

4. Taxes. CITY may charge and CUSTOMER will pay applicable taxes that CITY is legally obligated to charge on the reimbursement of any Costs. CITY's invoice to CUSTOMER must state taxes separately. CITY will comply with all applicable tax filing and reporting requirements with respect to any reimbursement payments under this CRA. CUSTOMER may provide CITY with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case CITY will not charge or collect the Taxes covered by that certificate.

5. Confidentiality. Subject only to the disclosure requirements of the Georgia Open Records Act, the parties will comply with the terms of any nondisclosure agreement between them or their affiliates.

6. Waiver of Consequential Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES, EXCEPT FOR LIABILITY ARISING OUT OF ITS FRAUD OR ITS DELIBERATE, RECKLESS, OR WILLFUL MISCONDUCT, INCLUDING DELIBERATE BREACH OF THIS AGREEMENT.

7. Governing Law; Venue. This CRA shall be interpreted in accordance with the laws of the State of Georgia, and the Superior Court of Newton County, Georgia, shall have jurisdiction concerning any disputes hereunder.

8. Notices. Notices under this CRA will be provided via email at the address written below and deemed delivered on the day sent if sent during standard business hours or otherwise on the next business day.

9. Miscellaneous. Neither party may assign or transfer all or any part of this CRA without the other party's prior written consent. Nothing in this CRA will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither party has the authority to contract for or bind the other party. This CRA may not be modified except by written amendment signed by each party. This CRA constitutes entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, and representations, written or oral, regarding its subject matter. This CRA may be signed electronically in counterparts, each of which will be deemed an original, but all of which together will be deemed to be the same agreement.

This CRA is signed by duly authorized representatives of the parties.

Southern Company Services, Inc. (as agent for and on behalf of Georgia Power Company)	City of Covington

By:	By:
Printed Name: Marquisha Maiden	Printed Name: Jared Rutberg
Its: Manager—Contracts (SCM)	Its: MAYOR PRO-TEM
Date:	Date: 2 FEB 2026

By: Marquisha Maiden	By:
Printed Name: Marquisha Maiden	Printed Name: Jared Rutberg
Its: Manager—Contracts (SCM)	Its: MAYOR PRO-TEM
Date: 02/03/2026	Date: 2 FEB 2026

Exhibit A: Early Start Actions and Cost Summary

Early Start Actions	Costs
Complete an engineering study to determine natural gas infrastructure needs to provide 4,875 Mcf per hour to the CUSTOMER's site located on Alcovy Road, Covington Georgia. .	
Description of natural gas infrastructure to serve CUSTOMER's site.	
Reimbursement Cap	Not to exceed $10,000

Exhibit B: Key Agreement Terms

Engineering study to determine infrastructure needs to provide 4,875 Mcf per hour to the CUSTOMERS site located on Alcovy Road, Covington Georgia.

DRAFT FOR DISCUSSION PURPOSES ONLY
DELIVERY INTERCONNECT, REIMBURSEMENT, CONSTRUCTION AND OPERATING AGREEMENT

LEONE

THIS DELIVERY INTERCONNECT, REIMBURSEMENT, CONSTRUCTION AND OPERATING AGREEMENT ("***Agreement***") is made and entered into as of the [___] day of [_____], 20[__], by and between **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC** ("***Transco***"), a Delaware limited liability company, and CITY OF COVINGTON, GEORGIA("***Customer***"). Transco and Customer are sometimes referred to herein individually as a "***Party***" and together as the "***Parties***."

WITNESSETH:

WHEREAS, Customer has requested that Transco construct a new delivery point to Customer's facilities to deliver up to a total of 40.8 MNMcfd at milepost1074.50 on Transco's Mainline in Walton County, GA, consisting of a new meter station and other appurtenant facilities; and

WHEREAS, Transco and Customer now desire to enter into this Agreement to set forth the terms and conditions under which such meter station and appurtenant facilities will be designed, constructed, owned, operated and maintained by the Parties.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, Transco and Customer hereby agree as follows:

ARTICLE I
GENERAL PROVISIONS FOR CONSTRUCTION

A. Subject to the terms and conditions hereof, Transco agrees to file an application or make any other filing necessary pursuant to the regulations of the Federal Energy Regulatory Commission ("***FERC***") for authorization to construct, own and operate Transco's Facilities, the Measurement Facilities and the Related Facilities (as such terms are hereinafter defined). If, as a result of any protest to an application made by Transco for such authorization, the FERC treats the application as an application for a case-specific, Natural Gas Act Section 7(c) certificate, Customer shall file in support of the application; *provided*, *that* the application is consistent with the terms of this Agreement. Customer hereby represents that Customer is not an end user that is currently being served by a local distribution company.

B. In order to establish the interconnection between the natural gas facilities of Transco and Customer at the Leone Meter Station location, (1) Transco shall design, construct, own, operate and maintain certain facilities as may be required in Transco's sole opinion to deliver gas to such interconnection, which shall hereinafter be referred to collectively as "***Transco's Facilities***," (2) Transco shall design, construct, own, operate and maintain certain facilities as may be required in Transco's sole opinion to measure the gas at such interconnection, which shall

hereinafter be referred to collectively as the "***Measurement Facilities***," (3) Transco shall design, construct, own, operate and maintain certain other facilities related to the Measurement Facilities, which shall hereinafter be referred to collectively as the "***Related Facilities***," and (4) Customer shall design, construct, own, operate and maintain certain other facilities for the purpose of receiving gas from such interconnection, which shall hereinafter be referred to collectively as "***Customer's Facilities***." The Interconnection Description and Responsibility Matrix set forth on Exhibit A hereto sets forth a detailed description and the location of Transco's Facilities, the Measurement Facilities, the Related Facilities and Customer's Facilities, as well as other responsibilities of the Parties with respect to such facilities. Transco's Facilities, the Measurement Facilities, the Related Facilities and Customer's Facilities are herein sometimes referred to collectively as the "***Interconnection***."

C. As soon as reasonably practicable after execution of this Agreement by both Parties and Transco's receipt of the prepayment(s) from Customer in accordance with Article II of this Agreement, Transco will begin engineering, design and material procurement for Transco's Facilities, the Measurement Facilities and the Related Facilities. After receipt and acceptance of all requisite approvals from governmental agencies having jurisdiction over the activities and transactions contemplated herein, Transco and Customer shall mutually schedule the construction of the Interconnection; *provided*, *that* such construction shall be scheduled consistent with the operating needs of Transco's system but without unreasonable delay. Transco makes no representation or warranty with regard to the date of completion of construction or the in-service date of the Interconnection (or any part thereof).

D. The Measurement Facilities and the Related Facilities will be designed to measure gas flow rates ranging from 12 MMcfd to 40.8 MMcfd (the "***Design Range***") and the Measurement Facilities and the Related Facilities shall be built in accordance with the provisions set forth in the Williams Gas Pipeline specifications and standard drawings (collectively referred to herein as the "***WGP Specifications***"), the American Gas Association (AGA) Report No. 9, "Measurement of Gas by Multipath Ultrasonic Meters," each as in effect at the time of installation.

E. Transco shall be responsible for the custody transfer of gas at the Interconnection and shall design, purchase, construct, own, operate and maintain, at Customer's sole cost and expense, custody transfer electronic flow computer/remote terminal unit ("***RTU***") equipment, data acquisition equipment, certain communications equipment and other appurtenant equipment as specified in Exhibit A hereto that shall be integrated with the Interconnection and shall provide for electronic flow measurement and an electronic signal from Transco's data acquisition equipment that is proportional to the flow rate. All such equipment shall constitute and be considered part of Transco's Facilities for all purposes of this Agreement.

F. Transco shall have the right to utilize Customer's spare communications facilities at the Interconnection for the purpose of transmitting electronic flow measurement data to Transco. If such spare communication facilities are not available or are deemed by Transco to be inadequate, Transco shall design, purchase, construct, own, operate and maintain, at Customer's sole cost and expense, such necessary communications facilities, including, but not limited to, radio transmitter/receivers and antennas. Customer shall provide acceptable space and electrical power

for all of Transco's Facilities, the Measurement Facilities and the Related Facilities at no cost, charge or expense to Transco.

G. If requested by Customer, Transco will provide Customer with "read-only" access to a data connection on Transco's electronic flow measurement ("***EFM***") device so that Customer may receive operational information recorded by such equipment; *provided*, *that* Customer shall comply with the data sharing provisions set forth in Exhibit B hereto.

H. Customer's Facilities that are upstream of its regulation or overpressure protection equipment shall be designed to have a maximum operating pressure ("***MOP***") equal to or greater than the MOP specified in Exhibit A hereto. Customer shall install equipment necessary to protect its facilities from overpressure.

I. The point of gas ownership change between Transco and Customer shall be at the isolating flange pair located downstream of the Related Facilities, as further described in Exhibit A hereto. Transco shall own the upstream flange and all piping facilities upstream thereof, and Customer shall own the downstream flange and all piping facilities downstream thereof. Customer shall be in control and possession of gas downstream of the isolation flange pair and shall be responsible for any gas loss occurring downstream of the isolation flange pair. Transco shall be in control and possession of gas upstream of the isolation flange pair and shall be responsible for any gas loss occurring in upstream of the isolation flange pair.

J. Transco shall be responsible for the cathodic protection of Transco's Facilities, the Measurement Facilities and the Related Facilities. Transco shall electrically isolate its cathodic protection facilities from Customer's cathodic protection facilities at the point of ownership change.

K. Customer shall be responsible for the cathodic protection of Customer's Facilities. Customer shall monitor corrosion in accordance with the Code of Federal Regulations, Title 49, Part 192, Subpart I with respect to Customer's Facilities.

L. The Interconnection shall be located at a mutually agreeable site. Customer agrees to provide (or acquire, as the case may be) the necessary land rights for the Interconnection, (including, without limitation, the right-of-way for the lateral) and an access road easement thereto (if applicable), all at no cost, charge or expense to Transco. Such land rights shall be in a form reasonably acceptable to Transco and shall include, without limitation, granting Transco the irrevocable right of access to the Interconnection for all purposes of this Agreement, for so long as this Agreement remains in effect or as may otherwise be set forth in this Agreement, all as may be further described in Exhibit A hereto. Transco's access to the Interconnection for all purposes of this Agreement shall not be restricted by Customer or any other party for any reason whatsoever. Prior to the construction of the Interconnection, Customer shall provide Transco with a drawing showing the location and dimensions of the land rights to be used to construct the Interconnection. The terms of any agreement for Customer's acquisition of such land rights shall be subject to review and approval by Transco prior to Customer's execution of same.

M. Customer shall procure and install, at Customer's sole cost and expense, the electric utility service required to operate the Interconnection, including the station lighting, communication equipment and associated facilities. The installation of such equipment shall be scheduled at a time mutually agreeable to Transco and Customer. Customer shall pay all installation, demand and usage rates and charges associated with such electric utility service.

N. Transco's pressure and transportation service obligations for deliveries made to the Interconnection shall be governed by Transco's FERC Gas Tariff, as amended from time to time, and the transportation service agreement(s) between Transco and the shippers scheduling transportation service to the Interconnection.

O. Customer shall provide notice to Transco's Director of Field Operation for the Atlanta Division (currently (Mr. Justin Adams), by telephone at (360)-255-1074, or Transco's Pipeline Control, by telephone at (800) 440-8475 (or to such other person(s) as may be designated by Transco from time to time), no less than 72 hours prior to the commencement of any work for which Customer is responsible and which may be located in the vicinity of Transco's pipeline and/or the Interconnection. The installation of Customer's Facilities shall be carried out in a manner that does not interfere with Transco's operations and while the Transco system remains in service under normal operating pressure. Customer shall not perform any pigging or dewatering operations from Customer's Facilities into Transco's Facilities, the Measurement Facilities or the Related Facilities at any time. Any work being performed pursuant to this Agreement that, in the sole determination of Transco, endangers any facilities or personnel shall be terminated immediately.

P. The Transco tap valve(s) for the Interconnection shall be opened by Transco only if and when Transco has determined that: (1) Customer is prepared to place Customer's Facilities in service; and (2) Customer has provided, or caused to be provided, the necessary line pack gas for its facilities and has pressurized its facilities to an appropriate line pressure.

ARTICLE II
REIMBURSEMENT

A. Customer shall reimburse Transco for all costs, expenses, overheads, tax-related costs* and, if applicable, allowance for funds used during construction ("***AFUDC***") (collectively referred to as "***Costs***") incurred for the design, materials, equipment, supplies, services, labor, transportation, construction and all other procurement or work to be performed pursuant to this Agreement.

* The tax-related costs are a result of certain Internal Revenue Service rulings that reimbursement for the costs of Transco's Facilities, the Measurement Facilities and/or the Related Facilities constitutes a contribution in aid of construction, which is a taxable event. The tax-related costs reimburse Transco for the income tax effect of all payments to Transco hereunder for Transco's Facilities, the Measurement Facilities and the Related Facilities. The portion of the Estimate comprising the estimated tax-related costs is $757,003.

B. Transco has estimated the total reimbursable Costs hereunder to be $5,244,275 (the "***Estimate***"). Upon execution of this Agreement, Customer shall pay Transco the Estimate by wire transfer to an account to be designated by Transco, and Transco shall credit such amount as a prepayment toward the actual reimbursable Costs. Transco shall not be required to initiate any work pursuant to this Agreement until such prepayment has been received.

C. The Parties recognize that Transco may incur unanticipated Costs pursuant to this Agreement, such that the Estimate may not be representative of Transco's actual Costs. To the extent that circumstances dictate revision(s) by Transco of the Estimate, Customer agrees to make additional prepayment(s) to Transco consistent with such revision(s) to fund the difference promptly upon Transco's submission of such revision(s) to Customer. Transco reserves the right to suspend all work being performed pursuant to this Agreement until its receipt of such additional prepayment(s).

D. As soon as practical after the earlier of (1) the completion of Transco's Facilities, the Measurement Facilities and the Related Facilities and initial flow of gas to Customer or (2) termination of this Agreement pursuant to Article VI below, Transco shall render to Customer a detailed listing of the actual Costs incurred by Transco.

E. If Transco's actual Costs exceed Customer's prepayment(s), then Transco will include with such Cost listing an invoice for the excess amount (including AFUDC) and Customer shall pay or cause to be paid by wire transfer to Transco the full amount of such invoice within 30 days of the date of such invoice. If Customer fails to make timely payment of the amount of the invoice, then Transco shall be entitled to collect the amount of such invoice, together with interest, at the rate calculated in accordance with Section 154.501(d)(1) of the FERC's regulations and published on a quarterly basis by the FERC. Interest shall accrue on unpaid amounts, including unpaid interest compounded daily, beginning on the payment due date of Transco's invoice to Customer and shall terminate when such invoice is paid.

F. If Transco's actual Costs are less than Customer's prepayment(s), then Transco shall refund to Customer the difference within 30 days of the date of Transco's determination of actual costs. The refund shall be made by bank check and shall be included with Transco's detailed listing of Costs.

G. If Transco's actual Costs are disputed in good faith by Customer, the Parties shall work together to seek a mutually agreeable resolution of the dispute; *provided*, *however*, *that* no such dispute shall delay or otherwise interfere with either Party's obligation to render payments to the other Party as set forth in this Article II. Payment of the Costs by Customer or acceptance of payments by Transco shall not prejudice any claim by either Party relating to the disputed portion of Transco's actual Costs.

H. All Costs will be accumulated and recorded in accordance with the FERC's Uniform System of Accounts. Customer, after 15 days' notice in writing to Transco, shall have the right during normal business hours to audit, at Customer's own cost and expense, books and records of Transco relating to Transco's construction of the facilities described herein. Customer shall have one year after the date of receipt of the detailed cost listing described above in which to

make such an audit. After such one-year period, Customer's right to audit shall expire and Transco's records shall be presumed to be correct.

ARTICLE III
OPERATION AND MAINTENANCE

A. Transco and Customer shall each operate and maintain its facilities in accordance with sound and prudent practices existing in the pipeline industry and in compliance with all valid and applicable laws, orders, directives, rules and regulations of governmental authorities having jurisdiction.

B. Customer shall not make repairs, adjustments or modifications to Transco's Facilities, the Measurement Facilities or the Related Facilities without the prior written consent of Transco.

C. If at any time during the term of this Agreement, Transco, in its sole discretion, determines that the meter run(s) or the Measurement Facilities at the Interconnection are not accurately measuring high or low gas quantities because such quantities are outside of the Design Range, then, after notification by Transco to Customer and upon failure of Customer to take actions necessary to accurately measure the high or low gas quantities within sixty (60) days of such notification, Transco shall install, at Customer's sole cost and expense, meter run(s) or Measurement Facilities, as applicable, that accurately measure the high or low gas quantities.

D. Customer shall immediately notify Transco's Gas Control Department at 800-231-1290 (or such other number as may be provided to Customer by Transco) of all interruptions of gas deliveries to the Interconnection.

E. Customer shall operate Customer's Facilities at pressures that are lower than the prevailing operation pressures at the Interconnection.

F. The quality and measurement of gas delivered to Customer at the Interconnection shall be subject to the specifications and other provisions set forth in the Transco's FERC Gas Tariff, as amended from time to time.

G. In accordance with Department of Transportation 49 CFR, Part 192.16, Transco is required to inform Customer that Customer shall be responsible for monitoring, maintaining and repairing its buried piping and addressing possible corrosion in order to reduce the risk of service line accidents. Transco herein provides the required notification:

IMPORTANT SAFETY NOTICE

Transco does **NOT** maintain your natural gas service line and you must maintain the line to prevent hazardous conditions. Natural gas is highly flammable and explosive and leaks can endanger lives and property. Your service line extends from Transco's meter to provide natural gas service at your location. All or most of the line is typically buried.

POTENTIAL SAFETY HAZARDS

Federal regulations require Transco to warn you of the following conditions or hazards:

- **TRANSCO DOES NOT MAINTAIN CUSTOMER'S BURIED PIPING.**

- **IF CUSTOMER'S BURIED PIPING IS NOT MAINTAINED, IT MAY BE SUBJECT TO POTENTIAL HAZARDS OF CORROSION AND LEAKAGE.**

- **BURIED GAS PIPING SHOULD BE: (1) PERIODICALLY INSPECTED FOR LEAKS; (2) PERIODICALLY INSPECTED FOR CORROSION IF THE PIPING IS METALLIC; AND (3) REPAIRED IF ANY UNSAFE CONDITION IS DISCOVERED.**

- **WHEN EXCAVATING NEAR BURIED GAS PIPING, CUSTOMER IS RESPONSIBLE FOR LOCATING PIPING IN ADVANCE AND ANY EXCAVATION SHOULD BE DONE BY HAND.**

- **PLUMBERS AND HEATING CONTRACTORS CAN ASSIST IN LOCATING, INSPECTING AND REPAIRING CUSTOMER'S BURIED PIPING.**

H. If Customer, in Transco's judgment, fails to comply with any provision of this Agreement, Transco shall have the right, upon notification to Customer and subject to any necessary regulatory authorizations, to suspend the flow of gas through the Interconnection. Customer shall reimburse Transco for costs and expenses incurred as a result of such suspension of gas flow as well as costs and expenses incurred as a result of resuming gas flow, including costs and expenses that may be necessary to return Transco's Facilities, the Measurement Facilities or the Related Facilities to operational condition. Transco shall not be required to resume gas flow through the Interconnection until Transco determines that Customer has corrected the area(s) of noncompliance with this Agreement.

ARTICLE IV
INDEMNITY/DAMAGES

A. TRANSCO SHALL HOLD HARMLESS, DEFEND AND INDEMNIFY CUSTOMER, ITS PARENT AND AFFILIATED COMPANIES AND ITS AND THEIR RESPECTIVE AGENTS, OFFICERS, MEMBERS, MANAGERS, DIRECTORS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY, "*CUSTOMER INDEMNIFIED PARTIES*") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SETTLEMENTS, LIABILITIES, LOSSES, COSTS, DAMAGES, FINES, JUDGMENTS, DEMANDS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND DISBURSEMENTS OF COUNSEL INCURRED BY THE INDEMNIFIED PARTIES IN ANY ACTION OR PROCEEDING BETWEEN THE INDEMNIFYING PARTY AND THE INDEMNIFIED PARTIES OR BETWEEN THE INDEMNIFIED PARTIES AND ANY THIRD PARTY OR OTHERWISE) (COLLECTIVELY "*CLAIMS*") FOR INJURY TO OR DEATH OF PERSONS OR DAMAGE TO OR LOSS OF PROPERTY INCURRED BY OR ASSERTED AGAINST ANY OF CUSTOMER INDEMNIFIED PARTIES THAT (1) RESULT FROM ANY BREACH BY TRANSCO OF

ITS OBLIGATIONS UNDER THIS AGREEMENT, (2) ARE CAUSED BY ACTIVITIES OF, OR DUE TO THE PLACEMENT OF MATERIALS BY, TRANSCO, ITS PARENT OR AFFILIATED COMPANIES OR ITS OR THEIR RESPECTIVE AGENTS, OFFICERS, MEMBERS, MANAGERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, "*TRANSCO REPRESENTATIVES*") RELATING TO THE INTERCONNECTION AND/OR (3) OTHERWISE RESULT FROM THE ACTIONS OR OMISSIONS OF ANY TRANSCO REPRESENTATIVES ARISING OUT OF, RELATING TO OR INCIDENT TO THE PERFORMANCE OF THIS AGREEMENT. CUSTOMER SHALL PROMPTLY NOTIFY TRANSCO IN WRITING OF ANY SUCH CLAIMS FOR WHICH TRANSCO MAY BE REQUESTED TO INDEMNIFY ANY CUSTOMER INDEMNIFIED PARTY HEREUNDER; *PROVIDED, THAT* THE FAILURE TO GIVE NOTICE AS HEREIN PROVIDED SHALL NOT RELIEVE TRANSCO OF ITS OBLIGATION TO INDEMNIFY CUSTOMER INDEMNIFIED PARTIES EXCEPT TO THE EXTENT THAT TRANSCO SHALL HAVE BEEN PREJUDICED IN ITS ABILITY TO DEFEND SUCH CLAIM. NOTWITHSTANDING THE FOREGOING, TRANSCO SHALL NOT BE REQUIRED TO HOLD HARMLESS, DEFEND OR INDEMNIFY ANY CUSTOMER INDEMNIFIED PARTIES FOR ANY ENVIRONMENTAL CLAIMS ASSOCIATED WITH THE LAND UPON WHICH THE INTERCONNECTION IS CONSTRUCTED OR FROM ACTIVITIES BY ANY PARTY OTHER THAN THE TRANSCO REPRESENTATIVES.

B. TO THE EXTENT ALLOWED BY GEORGIA LAW, CUSTOMER SHALL HOLD HARMLESS, DEFEND AND INDEMNIFY TRANSCO, ITS PARENT AND AFFILIATED COMPANIES AND ITS AND THEIR RESPECTIVE AGENTS, OFFICERS, MEMBERS, MANAGERS, DIRECTORS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY, "*TRANSCO INDEMNIFIED PARTIES*") FROM AND AGAINST ALL CLAIMS FOR INJURY TO OR DEATH OF PERSONS OR DAMAGE TO OR LOSS OF PROPERTY INCURRED BY OR ASSERTED AGAINST ANY OF THE TRANSCO INDEMNIFIED PARTIES THAT (1) RESULT FROM ANY BREACH BY CUSTOMER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, (2) ARE CAUSED BY ACTIVITIES OF, OR DUE TO THE PLACEMENT OF MATERIALS BY, CUSTOMER, ITS PARENT OR AFFILIATED COMPANIES OR ITS OR THEIR RESPECTIVE AGENTS, OFFICERS, MEMBERS, MANAGERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, "*CUSTOMER REPRESENTATIVES*") RELATING TO THE INTERCONNECTION, (3) ARE DUE TO AN ENVIRONMENTAL CONDITION ASSOCIATED WITH THE LAND UPON WHICH THE INTERCONNECTION IS CONSTRUCTED, WHETHER SUCH CONDITION IS KNOWN OR UNKNOWN ON THE EFFECTIVE DATE OF THIS AGREEMENT, (4) OTHERWISE RESULT FROM THE ACTIONS OR OMISSIONS OF ANY CUSTOMER REPRESENTATIVES ARISING OUT OF, RELATING TO OR INCIDENT TO THE PERFORMANCE OF THIS AGREEMENT. AND/OR (5) ARE RELATED IN ANY WAY OR ARISING OUT OF THE DELIVERY OF UNODORIZED OR PARTIALLY ODORIZED GAS BY TRANSCO AT THE INTERCONNECTION OR ANY PARTY'S USE OR ANY RELEASE OF UNODORIZED OR PARTIALLY ODORIZED GAS, AFTER DELIVERY THEREOF BY TRANSCO AT THE INTERCONNECTION, REGARDLESS OF CAUSE. TRANSCO

SHALL PROMPTLY NOTIFY CUSTOMER IN WRITING OF ANY SUCH CLAIM FOR WHICH CUSTOMER MAY BE REQUESTED TO INDEMNIFY ANY TRANSCO INDEMNIFIED PARTIES HEREUNDER; *PROVIDED, THAT* THE FAILURE TO GIVE NOTICE AS HEREIN PROVIDED SHALL NOT RELIEVE CUSTOMER OF ITS OBLIGATION TO INDEMNIFY TRANSCO INDEMNIFIED PARTIES EXCEPT TO THE EXTENT THAT CUSTOMER SHALL HAVE BEEN PREJUDICED IN ITS ABILITY TO DEFEND SUCH CLAIM.

C. WITHOUT LIMITATION OF THE FOREGOING, IN THE EVENT THAT DAMAGE OCCURS TO TRANSCO'S PIPELINE FOR WHICH CUSTOMER SHALL BE OBLIGATED TO INDEMNIFY TRANSCO HEREUNDER, THE METHOD AND TIMING OF THE REPAIR OF SUCH DAMAGE AND REPLACEMENT OF ANY LOST NATURAL GAS SHALL BE DETERMINED BY TRANSCO IN ITS SOLE DISCRETION.

D. THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS ARTICLE IV SHALL INCLUDE, WITHOUT LIMITATION, INDEMNIFICATION AGAINST CLAIMS MADE BY ANY THIRD PARTY FOR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS; OTHERWISE, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY TO THE OTHER PARTY HERETO FOR ANY SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS.

ARTICLE V
INSURANCE

A. Customer and Transco shall, at all times while their respective facilities are being constructed, operated and maintained hereunder, carry and maintain, or cause to be maintained, in full force the insurance described below with insurance companies having at least an A.M. Best A-VII rating (or equivalent, if not rated by A.M. Best). Such insurance companies shall be authorized to do business in the jurisdiction(s) in which the facilities are being constructed, operated and maintained. The limits set forth are minimum limits and will not be construed to limit Customer's or Transco's liability. The required liability insurance can be met under a primary or an excess policy or any combination thereof.

1. Workers' Compensation insurance complying with the state and federal laws and regulations having jurisdiction over each applicable employee and Employer's Liability insurance with limits of not less than $1,000,000 per accident, $1,000,000 as the disease policy limit per employee and $1,000,000 as the disease policy limit. If work is to be performed in North Dakota, Ohio, Washington or Wyoming, the appropriate state fund(s) will be participated in to cover all eligible employees and provide a stop-gap endorsement. If any portion of the work is to be performed offshore or on navigable waterways, this insurance shall be endorsed to provide full

maritime liability coverage, including under the Longshore and Harbor Workers' Compensation Act, the Outer Continental Shelf Land Act, the Jones Act, the Death on High Seas Act and In Rem.

2. Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and an annual aggregate of $1,000,000 for bodily injury and property damage, including coverage for premises-operations, blanket contractual liability, independent contractors, broad form property damage, personal injury liability, over action/action-over, products/completed operations, sudden and accidental pollution (unless covered under a separate pollution liability policy), and explosion, collapse and underground coverage.

3. Automobile Liability insurance with a combined single limit of $1,000,000 per occurrence for bodily injury and property damage, including coverage for all owned, non-owned and hired vehicles.

4. Excess or Umbrella Liability insurance, on a follow form basis, with a limit of not less than $10,000,000 per occurrence and general and products/completed operations annual aggregates of $10,000,000 for bodily injury and property damage covering in excess of the General Liability, Employer's Liability, and Automobile Liability insurance described above.

5. If Customer requests to receive access, other than "read only," to a data connection on Transco's electronic flow RTU equipment so that Customer may receive operational information recorded by such equipment subject to the data sharing provisions set forth in Exhibit B hereto, then Customer must carry Information Security or Cyber Insurance (or have riders for same under Customer's Professional Liability or Errors & Omissions Insurance) in an amount not less than $1,000,000 per claim, and $2,000,000 in the aggregate including Information Security and/or Cyber insurance (separately, or as part of a broad Professional Liability or E&O insurance policy). Such insurance must cover Customer for claims and losses resulting from wrongful acts committed in the performance of or failure to perform all services or support services agreed to be provided under the Agreement, including, but not limited to, any payments Customer becomes legally or contractually obligated to pay for any of the following, including infringement of intellectual property (except for patent infringement), breaches to and failures in electronic and physical security, breach of confidentiality and invasion of or breach of privacy. Customer must maintain such coverage throughout the term of the Agreement and for three (3) years thereafter. Customer will require and secure evidence of same insurance for its subcontractors and independent contractors if hired or retained to perform or support work to be performed under this Article V.A.5 or must provide coverage on their behalf.

6. If Transco requests to receive access, other than "read only," to a data connection on Customer's electronic flow RTU equipment so that Transco may receive operational information recorded by such equipment subject to the data sharing provisions set forth in Exhibit B hereto, then Transco must carry Information Security or Cyber Insurance (or have riders for same under Transco's Professional Liability or Errors & Omissions Insurance) in an amount not less than $1,000,000 per claim, and $2,000,000 in the aggregate including Information Security and/or Cyber insurance (separately, or as part of a broad Professional Liability or E&O insurance policy). Such insurance must cover Transco for claims and losses resulting from wrongful acts committed in the performance of or failure to perform all services or support services agreed to be

provided under the Agreement, including, but not limited to, any payments Transco becomes legally or contractually obligated to pay for any of the following, including infringement of intellectual property (except for patent infringement), breaches to and failures in electronic and physical security, breach of confidentiality and invasion of or breach of privacy. Transco must maintain such coverage throughout the term of the Agreement and for three (3) years thereafter. Transco will require and secure evidence of same insurance for its subcontractors and independent contractors if hired or retained to perform or support work to be performed under this Article V.A.6 or must provide coverage on their behalf.

B. In each policy providing the above-described insurance for Customer, Customer agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Transco, but only to the extent of the risks and liabilities assumed in this Agreement and only to the extent allowed by law.

C. In each policy providing the above-described insurance for Transco, Transco agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Customer, but only to the extent of the risks and liabilities assumed in this Agreement and only to the extent allowed by law,

D. Under Customer's policies providing the above-required insurance, except for Workers' Compensation insurance, Transco and its parents and affiliates will be included as additional insureds.

E. Under Transco's policies providing the above-required insurance, except for Workers' Compensation insurance, Customer and its parents and affiliates will be included as additional insureds.

F. Customer and Transco shall each require its contractors and subcontractors involved in the construction, operation, or maintenance of its facilities hereunder to carry and maintain insurance applicable to the operations contracted for as determined by the hiring Party. Any deficiencies in the insurance of said contractors or subcontractors shall be the sole responsibility of the hiring Party.

G. Notwithstanding the foregoing, Transco, at its option, may self-insure any or all of the above-required insurance.

H. Prior to construction, each Party will provide to the other Party a certificate(s) of insurance evidencing the above-required insurance, which shall set forth the terms and conditions of such insurance. Thereafter, each Party shall provide to the other Party current certificate(s) of insurance and/or related documentation upon request by the other Party.

ARTICLE VI
TERM

A. This Agreement shall become effective on the date first written above and shall continue in force and effect unless and until terminated as follows:

1. Upon default by either Party in the performance of any provision, condition or requirement herein, the other Party may give notice in writing to the Party in default, specifying the default. Unless such default is cured within 60 days, this Agreement may be terminated by written notice at the option of the Party serving such notice of default.

2. Either Party may terminate this Agreement forthwith by written notice to the other Party (hereinafter the "***Notice Party***") if any of the following shall occur:

a. Notice Party dissolves, liquidates or terminates its separate corporate existence (except by means of a merger or other corporate reorganization);

b. proceedings are commenced by or against Notice Party for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension, and, if such proceedings have commenced against Notice Party, such proceedings shall not have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue) within 90 days after such proceeding shall have commenced;

c. a decree or order of a court having jurisdiction for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of Notice Party, or of a substantial part of its affairs, shall have been entered, and such decree or order shall have remained in force undischarged and unstayed for a period of 90 days, or any substantial part of the property of Notice Party shall be sequestered or attached and shall not be returned to the possession of Notice Party or released from such attachment within 90 days thereafter;

d. Notice Party shall make a general assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due;

e. gas does not flow through the Interconnection for a period of 12 consecutive months after the Interconnection has been placed into service (*provided*, *that* such termination notice must be delivered to Notice Party before the flow of gas through the Interconnection resumes); or

f. the Interconnection is not constructed and placed into service within the 12-month period immediately following the date that Transco receives Customer's prepayment of the Estimate (*provided*, *that* such termination notice must be delivered to Notice Party before the Interconnection is placed into service).

3. This Agreement may be terminated by mutual agreement of the Parties in writing.

B. Termination of this Agreement shall not relieve either Party from any obligation accruing or accrued prior to the date of such termination, nor shall such termination deprive a Party not in default of any remedy otherwise available to it.

C. Upon termination of this Agreement, Transco shall have the right to abandon all or a portion of Transco's Facilities, the Measurement Facilities and/or the Related Facilities in place.

D. Upon termination of this Agreement, Customer shall disconnect its facilities from Transco's Facilities, the Measurement Facilities and/or the Related Facilities, as applicable, within six months after receipt of Transco's written notice requesting same.

ARTICLE VII
TARIFF/REGULATIONS

This Agreement and all of the terms and conditions contained herein, and the respective obligations of the Parties hereunder, are subject to the provisions of Transco's FERC Gas Tariff, as amended from time to time, and all valid and applicable laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

ARTICLE VIII
MISCELLANEOUS

A. Notices. Unless otherwise indicated in this Agreement, any notice or other communication under this Agreement shall be in writing and shall be addressed as follows:

If to Transco:
Transcontinental Gas Pipe Line Company, LLC
2800 Post Oak Boulevard
Houston, Texas 77056
P. O. Box 1396
Houston, Texas 77251-1396

For operating design and construction matters:
Attention: Project Manager –Leone

[Electronic Mail: [_____]]

For all other matters:
Attention: Keith Higginbotham
Title: Manager, Customer Development
Electronic Mail: EICSContractNotice@Williams.com

If to Customer:
City of Covington, Georgia
2194 Emory Street NW
Covington, Georgia 30014

Attention: Director, Gas Department
Electronic Mail: mjewell@cityofcovington.org
With copy to:
Municipal Gas Authority of Georgia
104 Townpark Drive
Kennesaw, GA 30144
Attention: Robin Young & Rusty Hough
Electronic Mail: ryoung@gasauthority.com

Notices under this Agreement may be given by first class mail, courier, overnight delivery, facsimile, electronic mail or hand delivery. Each notice shall be deemed given on the day the notice is received by the receiving Party, if such day is a business day, or if such day is not a business day, on the next succeeding business day. Either Party may change its contact person(s) and/or address(es) for notices hereunder by providing written notice of such change to the other Party.

B. Customer's Representative. Mr. Mike Jewell, telephone (678) 212-6461, shall be Customer's official representative to whom Transco can look on all matters relating to the administration of this Agreement. Representations and decisions of Mr. Mike Jewell in connection with this Agreement may be relied upon by Transco for all purposes of this Agreement. [Mr./Ms.] [XXX XXXXXXX], telephone [(999) 999-9999], shall be Customer's designated field contact whom Transco may contact in regard to the day to day construction activities of the project. Such representatives may be changed by Customer only upon written notice to Transco.

C. Assignment. Any assignment of rights or delegation of obligations hereunder by either Party shall be void and of no force or effect without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned. Any such assignment shall not relieve the assigning Party of its obligations under this Agreement unless otherwise agreed by the non-assigning Party.

D. Waiver. No waiver by either Party of any one or more defaults by the other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any other existing and/or future defaults under this Agreement, whether of a like or different character.

E. Captions, Exhibits. The captions to each of the various articles in this Agreement are included only for convenience of reference and shall have no effect on, or be deemed a part of, the text of this Agreement. Exhibit A and Exhibit B hereto are hereby incorporated herein by reference and made a part of this Agreement.

F. Amendments. Except for changes to the rates, terms and/or conditions of Transco's FERC Gas Tariff filed by Transco, this Agreement may be amended only by a written instrument signed by both Parties.

G. Applicable Law. **THIS AGREEMENT AND ANY CLAIMS HEREUNDER SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, EXCLUDING ANY CONFLICTS OF LAWS**

RULES OR PRINCIPLES THAT MIGHT REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

H. Entire Agreement. The terms and provisions contained herein constitute the entire agreement of the Parties and there are no agreements, understandings, warranties, representations, covenants, obligations, promises, assurances or conditions precedent or subsequent or otherwise, except those expressly set out in this Agreement.

I. Savings Clause. If any provision of this Agreement is adjudicated or otherwise found to be against public policy, void or unenforceable, then the provision shall be deleted or modified, in keeping with the express intent of the Parties, as necessary to render the remainder of this Agreement valid and enforceable. All deletions or modifications shall be the minimum required to effectuate the foregoing.

J. Joint Preparation. Every provision of this Agreement shall be considered as prepared through the joint efforts of the Parties and shall not be construed against either Party as a result of the preparation or drafting thereof.

K. Representations and Warranties. Each Party represents and warrants, on its own behalf, that: (1) it is duly formed or organized, validly existing and in good standing under the laws of the jurisdiction of its formation or incorporation, is qualified to do business in the states in which it is required to operate in order to fulfill its obligations under this Agreement and has full agency, company or corporate power to execute, deliver and perform this Agreement; (2) except as otherwise expressly set forth herein, its execution, delivery and performance of this Agreement have been duly authorized by all necessary agency, company or corporate and governmental action and do not contravene any applicable provision of law or of its constitutional documents or any contractual restriction binding on it or its assets; (3) it is legally bound by the terms of this Agreement and the terms of this Agreement are enforceable against it in accordance with the terms hereof, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and (4) there is no pending or, to the best of such Party's knowledge, threatened action or proceeding affecting such Party before any court, government authority or arbitrator that could reasonably be expected to materially and adversely affect the ability of such Party to perform its obligations hereunder, or that purports to affect the legality, validity or enforceability of this Agreement.

L. Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may be made by electronic mail, facsimile or other similar means of transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same document.

M. Conflicts. In the event of a conflict between the terms and conditions of the body of this Agreement and the terms and conditions of any exhibit hereto, the terms and conditions of the body of this Agreement shall control. In the event of a conflict between Exhibit A hereto and Exhibit B hereto, the terms and conditions of Exhibit A hereto shall control.

[Signature page follows.]

IN WITNESS OF THE FOREGOING, duly authorized representatives of Transco and Customer hereby execute this Agreement as of the date first above written.

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

By: _____
Name:
Title:

CITY OF COVINGTON, GEORGIA

By: _____
Name: Fleeta Baggett
Title: Mayor

Exhibit A

INTERCONNECTION DESCRIPTION AND RESPONSIBILITY MATRIX

Description	Design, Procure	Construct	Own	Operate	Maintain
LEGEND: T = Transco, C = Customer, B = Both T & C respective to their own facilities, NA = Not Applicable					
A. Site Acquisition and Development, Access Road, Survey					
1. Land Rights: Land acquisition by fee or easement of a mutually agreed-upon Interconnection site (a parcel of level, usable area with no encumbrances) situated at or near Leone Ave and [Transco's Mainline] at milepost 1074.50 in Walton County, Georgia, including related temporary work space for both Parties, plus any necessary environmental audit; granting Transco an exclusive easement for the portion of the site to be occupied by Transco's Facilities, the Measurement Facilities and the Related Facilities. Concurrence shall be obtained from Transco regarding the location and size of the site prior to acquisition by fee or easement.	C	NA	C	NA	NA
2. Land Rights within Right-of-way: Acquisition from the applicable landowner(s) of the necessary above and below ground rights to install piping, structures and fencing for Transco's tap valve(s); the location and dimensions of the area for such rights will be determined by Transco.	C	NA	C	NA	NA
3. Access Road: Acquisition of an access road easement from a public roadway to the Interconnection site by Customer, including related temporary work space, and granting Transco the necessary rights to use the access road; constructing and maintaining a suitable access road to the Interconnection site.	C	C	C	NA	C
4. Survey: Survey the Interconnection site, access road easement and temporary work space to provide metes and bounds, topography and the location of existing structures, rights-of-way, easements and utilities; also, perform geotechnical study of same, if required by Transco, then provide such information to Transco.	C	NA	C	NA	NA
5. Permits for Customer: Prepare and file for all required permits, clearances and approvals from all applicable federal, state and local jurisdictional agencies for Customer's Facilities.	C	NA	C	NA	NA

Description	Design, Procure	Construct	Own	Operate	Maintain
6. Permits for Transco: Prepare and file for all required permits, clearances and approvals from all applicable federal, state and local jurisdictional agencies for Transco's construction activities, unless Customer has agreed to include Transco's Facilities, the Measurement Facilities and the Related Facilities in its filings.	T	NA	T	NA	NA
7. Soil Testing: Perform all necessary testing and assessment, and obtain necessary permits and approvals related to the soil and ground conditions for the proposed Interconnection site and Transco's Facilities, the Meaurement Facilities and the Related Facilities **including any remediation, clean-up and disposal** in accordance with applicable regulations, all at Customer's sole cost and expense.	C	C	C	NA	NA
8. Site Development: Site development after any soil remediation is complete, including clearing, grading and compaction testing of the Interconnection site for both Parties, **and constructing the access road(s) to the Interconnection site, which includes Transco's tap facilities**. Implementing a soil erosion control plan for both Parties during construction.	C	C	C	NA	C
9. Customer Construction: Excavating, backfilling, grading, adding gravel and installing perimeter fencing around Customer's Facilities. Maintenance thereafter shall include, but not be limited to, mowing, weed control and fence and road repairs. Customer shall initially clear, grade and prepare the Interconnection site.	C	C	C	C	C
10. Transco Construction: Excavating, backfilling, grading, adding gravel and installing perimeter fencing around Transco's Facilities, the Measurement Facilities and the Related Facilities after Customer has **initially** cleared, graded and prepared the site. Maintenance thereafter shall include, but not be limited to, mowing, weed control and fence repairs.	T	T	T	T	T
B. Transco's Facilities					
1. Tap Assembly: Tap assemblies on Transco's Mainlilne C & D near milepost 1074.50 in Walton County, Georgia. The tap assembly includes, but is not limited to piping, including a ball valve(s), check	T	T	T	T	T

Description	Design, Procure	Construct	Own	Operate	Maintain
valve(s), blow-off riser(s). Also, security fencing around the tap assembly piping.					
2. Custody Transfer: Custody transfer flow computer/RTU equipment, battery, charger, multivariable transmitters, RTU panel, gauges, instrument tubing, and wiring.	T	T	T	T	T
3. Communications: Communication equipment (radio, modem, safe area interface, antenna, cable and wire).	T	T	T	T	T
4. Protection: Cathodic and over voltage protection of Transco's tap assembly.	T	T	T	T	T
C. Measurement Facilities					
1. Meter Runs: Meter run(s) designed to measure delivery flow rates from Transco to Customer between 12.0 MMcfd and 40.8 MMcfd consisting of: a. 2 – 6" ANSI 600 multipath ultrasonic meter tubes, each with meter, CPA flow conditioner, and a valve on each end b. spare ultrasonic boards for meter(s); c. tube switching actuator and controls on the secondary meter run(s) d. structural skid and/or piping supports. All ultrasonic meter runs and meter skid components shall be designed per the latest AGA Report No. 9 and the WGP Specifications.	T	T	T	T	T
2. Gas Quality Analyzer: Gas chromatograph, including heat traced sampling line, sample probes, calibration gas and uninterruptible power supply.	T	T	T	T	T
D. Related Facilities					
1. Yard Piping: Inlet and outlet piping at the Interconnection, with the outlet line including a check valve and a block valve, and shallterminate with an isolating flange, which will be the tie-in point for Customer, as well as the point of gas ownership change.	T	T	T	T	T
2. Meter Canopy: Meter canopy with concrete foundation for a Class I, Division 2 area to enclose the meter tubes.	T	T	T	T	T
3. Condensate Tank: Liquid hydrocarbon condensate tank and drain lines from the piping, including the handling, transport, and proper disposal of liquids	T	T	T	T	T

Description	Design, Procure	Construct	Own	Operate	Maintain
generated or delivered at or in connection with the Interconnection site.					
4. Filter: Filter with bypass upstream of the meter tubes in accordance with WGP Specifications.	T	T	T	T	T
5. Communications Tower: Communication tower and foundation.	T	T	T	T	T
6. Protection: Cathodic and over voltage protection of the Related Facilities.	T	T	T	T	T
7. Electrical: Electrical wiring and electrical grounding of the Related Facilities.	T	T	T	T	T
E. Customer's Facilities					
1. Check measurement: Check flow computer/RTU equipment, if applicable. Data connection on Transco's flow computer; *provided*, *that* Customer complies with the data sharing provisions set forth in Exhibit B hereto.	C	C	C	C	C
2. Gas Conditioning: Scrubber, filter separator, gas heaters, pulsation dampener, odorization, and/or any other gas conditioning and controls facilities as Customer deems necessary to provide the appropriate gas quality that Customer desires for its system and equipment needs; all such conditioning equipment shall be installed downstream of the point of ownership change.	C	C	C	C	C
3. Pressure Regulation and Overpressure Protection: Pressure regulation and controls, if required, to receive gas at Transco's prevailing pipeline pressure up to the MOP; also overpressure protection equipment, if required, to protect against malfunction or failure of the pressure regulation equipment; all such equipment which may be exposed to Transco's pipeline pressure during a malfunction or failure must be designed to equal or exceed Transco's MOP.	C	C	C	C	C
4. Electrical Service: Provide single phase, 120/240 VAC electric service from local utility to the Interconnection site for both Parties' facilities, including ongoing usage charges. Back-up generator and transfer switch to provide power during loss of utility power, including providing fuel gas for the generator.	C	C	C	C	C

Description	Design, Procure	Construct	Own	Operate	Maintain
Note: If a generator will NOT be installed, then the Measurement Facilities will be designed to shut-in on extended loss of power.					
5. Electrical: Electrical wiring, grounding, cathodic and over voltage protection.	C	C	C	C	C

Transco's MOP at or near milepost 1074.50 is currently 800 psig for Transco's Mainline. The Maximum Allowable Operating Pressure (MAOP)/Design Specification and MOP for Transco's Facilities (from the tap installation to the tie-in point with Customer) shall be 860 psig and 800 psig, respectively.

Exhibit B

Data Sharing Provisions

Customer has requested that Transco allow Customer access to measurement and gas analysis data ("***operational information***") at the Interconnection. Transco is willing to grant Customer such access, subject to the terms and conditions of this Exhibit B. Accordingly, the Parties hereby agree as follows:

1. a. Transco hereby grants permission to Customer to, subject to the provisions set forth herein, (i) install, operate, maintain, repair and replace an isolated "read only" data connection to a Transco operated EFM device ("***Transco EFM Device***") within the confines of the Interconnection and (ii) access the "raw" uncorrected operational information provided through such data connection; *provided*, *that* this permission is granted contingent upon the availability of an isolated read only data connection.

b. Transco hereby grants permission to Customer, subject to the provisions to set forth herein, to (i) install a connection to an isolated spare set of orifice taps ("***Transco Device***"), if orifice type meters are included at the Interconnection, within the confines of the Interconnection as further described herein, and (ii) access the operational information provided through such data connections; *provided*, *that* this permission is granted contingent upon the availability of spare taps on the units at the Interconnection.

c. Transco hereby grants permission to Customer to (i) install pressure and temperature transmitters on each meter within the confines of the Interconnection as further described herein and (ii) access the operational information provided through such data connections; *provided*, *that* this permission is granted contingent upon the availability of spare tap location(s) on said metering units at the Interconnection.

2. Customer understands and agrees that the operational information provided by Transco through the data connection(s) specified in Item 1 above is provided with absolutely no warranties or representations whatsoever from Transco as to the accuracy, consistency, completeness, availability or continued accessibility of such information. Notwithstanding the foregoing, if the operational information becomes unavailable or inaccessible, Transco will use commercially reasonable efforts to restore the availability and accessibility of that information. The Parties hereby agree that operational information shall not be used or relied upon for any billing, volume nomination operations or other dispute of any kind, which may arise between Customer and Transco.

3. Transco's measurement values, as derived from the Transco EFM Device(s), shall be the accepted values for custody transfer. Customer shall only have access to such electronic data in a format established by Transco. Customer acknowledges and agrees that the data acquired from any electronic equipment is "raw" data, subject to further refinement, correction or interruption due to maintenance, repair or other activities by Transco, or due to events of force majeure. Transco shall have no obligation to advise Customer of any such interruptions or to

verify the integrity of such data, whether or not any such interruptions are the result of activities performed by Transco.

4. Transco reserves the right to disconnect any Customer read only data connection(s), connections to taps and any other data sharing connection(s) without prior notice if at any time the equipment interferes with or adversely affects Transco's ability to perform effective measurement or materially interferes with Transco's operations, all as determined by Transco in its sole discretion, reasonably exercised. In the event it is necessary for Transco to disconnect any Customer read only port(s) or taps, Transco will notify Customer of said disconnection(s) either prior thereto or as soon as practical thereafter and will coordinate with Customer regarding reconnection of any such Customer read only port(s) following correction of the problem causing the disconnection.

5. Customer shall comply with the following conditions:

a. Any electrical equipment installed by Customer within any Transco metering facilities at the Interconnection that are classified as Class I, Division 1 shall comply with Class I, Group D, Division 1 of the National Electrical Code, as classified in API RP 500. All other electrical equipment shall conform to the proper classification requirements for the area in which such equipment is to be installed, in accordance the National Electrical Code, as classified in API RP 500.

b. All equipment installations and modifications performed by Customer at the Interconnection shall comply with the terms of this Agreement and shall be subject to the prior review and approval of Transco.

c. Transco shall require electrical isolation device(s) as designated by Transco between Customer's facilities and the Transco Device(s) and/or the Transco EFM Device(s).

d. Transco personnel must be present at the time of any installation or modification performed by Customer. Customer shall contact Transco's data sharing representative, currently Keith McNutt, Team Lead - Telecommunication/Measurement, by telephone at (251)-402-4914 or such other person as may be designated by Transco from time to time), not less than five business days prior to the commencement of any installation hereunder.

e. The operation and maintenance of the Customer data sharing equipment within Transco's metering facilities at the Interconnection shall be carried out in a manner so as not to interfere with the operations of Transco or Transco's metering facilities, and shall be in conformity with any and all applicable laws, ordinances, rules or regulations.