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 120 days prior to December 31st each year, 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.

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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.

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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

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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 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.

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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: 2194 Emory Street,
Attention:	Covington, GA 30014
E-mail:	Attention: Director, Gas Department
	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

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By Mayor: _____

Clerk: _____ (Seal)

SERVERFARM DATA CENTER

By: _____ (Seal)

Title: _____

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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:

   All Volumes @ $0.20 per Dth

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 CUSTOMER shall reimburse CITY in the amount of such penalties along with any other higher GAS costs which are caused by CUSTOMER.

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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"

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>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.

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