

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF WATER BY
WALTON COUNTY, GEORGIA TO DATA CENTERS IN SOCIAL CIRCLE, GEORGIA**

This Intergovernmental Agreement for the Provision of Water by Walton County, Georgia, to Data Centers in Social Circle, Georgia (“IGA”) is made and entered into this 16th day of December, 2025, by and between the City of Social Circle, Georgia (hereinafter “Social Circle”) and Walton County, Georgia, a political subdivision of the State of Georgia, acting by and through the Board of Commissioners of Walton County (hereinafter “Walton County” and, along with Social Circle, the “Parties”).

WHEREAS, a certain business (hereinafter the “Business”) is contemplating the installation of two data center campuses within the following tax parcels within the Social Circle city limits, in the portion of Social Circle which is within Walton County and is also within the Social Circle water service area: SC210002, SC210001, SC210001DP, C1480001, C1710020, SC230011A00, SC230011, SC230012, and SC230013 (hereinafter collectively the “Data Centers”);

WHEREAS, the operation of said Data Centers requires the availability of potentially millions of gallons of water per day;

WHEREAS, Social Circle does not currently have a supply of water sufficient to meet the water requirements of the Data Centers and requests that Walton County supply the water needed to meet the requirements of the Data Centers pursuant to the terms hereof;

WHEREAS, Walton County has sufficient water available to supply the water required for the operation of the Data Centers and is willing to furnish said water for use by the Data Centers pursuant to the terms hereof and on terms separately agreed to by Walton County and the Business;

WHEREAS, the installation of Data Centers as referenced herein will benefit both Social Circle and Walton County; and

WHEREAS, Social Circle and Walton County desire to enter into this IGA governing the terms under which Walton County will furnish the water required for the Data Centers and the consideration that Social Circle will provide Walton County in exchange for Walton County furnishing said water.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, Walton County and Social Circle agree as follows:

1.

The Term of this IGA shall commence on the day and year first above written (the “Effective Date”) and shall continue until the date which is fifty years after the Effective Date (“Term”), unless terminated sooner by mutual agreement of the Parties. This IGA shall automatically renew for additional fifty-year terms unless either Party provides written notice of its intent not to renew no earlier than one year and no later than ninety (90) days prior to the end of the then current term.

2.

During the Term and any renewal terms, Walton County agrees to make available sufficient water to meet the needs of the Data Centers owned by the Business and any successor to the Business (hereinafter “Furnished Water”) at no expense to Social Circle, except as provided herein. Walton County will sell said Furnished Water directly to the Business. Social Circle is not obligated to furnish any water to the Business under this Agreement.

3.

Walton County shall provide, at no cost to Social Circle, any infrastructure modifications necessary for Walton County to provide the Furnished Water to the Data Centers. Social Circle will grant to Walton County at no cost all necessary easement and right of way rights needed on Social Circle-owned property, if any, for Walton County to install any necessary infrastructure to provide the Furnished Water. Social Circle shall not be required to acquire any additional easements or right of way rights that it does not currently own at the time of the Agreement.

4.

During the Term and any renewal terms, Social Circle shall pay to Walton County thirty-five percent (35%) of any and all franchise fees that Social Circle receives with respect to electrical power provided to the Data Centers. Walton County shall not be entitled to receive any portion of any franchise fee payments received by Social Circle with respect to electricity delivered to any recipient other than the Data Centers. Social Circle shall not be obligated to pay to Walton County any portion of a franchise fee pursuant to this provision until such franchise fee is actually received by Social Circle. Social Circle expects to receive said franchise fees on an annual basis and will promptly remit Walton County's share of the same to Walton County no later than thirty (30) days after Social Circle's receipt thereof.

5.

Nothing in this IGA shall be construed to constitute a modification to the current water service area of either Social Circle or Walton County.

6.

Walton County will separately negotiate with the Business the fees to be paid to Walton County by the Business. Walton County shall separately bill said amounts to, and collect said

amounts from, the Business.

7.

This IGA constitutes the full and final written expression of the agreement of the Parties with respect to the subject matter hereof. Further, any representations, promises, warranties or statements by either party to this IGA that differ in any way from the terms of this written IGA shall be given no force or effect. This IGA can only be modified by a writing signed by both Parties hereto.

8.

Social Circle and Walton County are the only parties hereto; no other person is intended as a beneficiary hereof and no other person shall have standing to enforce the terms hereof.

9.

Walton County and Social Circle each represent that it is authorized to enter into this IGA and to perform its obligations hereunder.

10.

Notices hereunder shall be given by overnight delivery or by personal delivery to the applicable address below and shall be effective upon receipt or refusal by the recipient. Addresses for notice shall be as follows:

As to Social Circle:

Mayor, City of Social Circle
166 N. Cherokee Road
Social Circle, Georgia 30025

As to Walton County:

Chairman, Walton County Board of Commissioners
Walton County Historic Courthouse

111 S. Broad Street
Monroe, Georgia 30655

A Party may change its notice address hereunder by giving notice of said change to the other Party in accordance herewith.

11.

The Parties agree that this IGA was jointly drafted by both Parties and, as such, the Parties agree that no rule of construction providing that a contract is to be construed against its drafter shall be applicable with respect to this IGA.

12.

This IGA shall be construed and enforced in accordance with Georgia law, not including Georgia choice-of-law provisions.

13.

This IGA shall continue in full force and effect for the Term hereof.

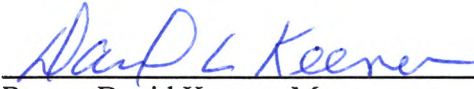
14.


This IGA may be signed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

(Signatures begin on the following page)

IN WITNESS WHEREOF, Social Circle and Walton County have executed this IGA as of
the day and year first above written.

CITY OF SOCIAL CIRCLE, GEORGIA


By: David Keener, Mayor


Attest: Susan Roper, Clerk

(SEAL)

(Signatures continue on the following page)

WALTON COUNTY, GEORGIA

By: David Thompson, Chairman
Walton County Board of Commissioners

Attest: Rhonda Hawk, Clerk

(SEAL)