

Letter of Intent (Water Supply)

City of Kiowa (“**Supplier**”) is providing this Water Supply Letter of Intent (this “**LOI**”) for potential supply of water to Emerald ProjectCo Inc.’s (“**Buyer**”) proposed 1,600MW data center located one mile south of Kiowa in Pittsburg County, Oklahoma (the “**Project**”). The Supplier is engaged in the business of water treatment and the supply and transport of water to customers.

The purpose of this LOI is to provide an overview of a proposed arrangement whereby Buyer would procure the supply and delivery of water to the Project. The LOI and its terms are indicative, non-binding and intended solely for the basis of further discussions between the Parties.

WSA – Key Terms

The Parties intend to negotiate a formal written agreement in the form of a water supply agreement (“**WSA**”) that would govern the Proposed Transaction on the terms and conditions set forth below.

Item	Details
1 Scope of Supply	Transportation and delivery of potable water from the Supplier’s location in Kiowa, Oklahoma to the Project.
2 Estimated Water Volume	Approximately 400,000 gallons per month, and approximately 25,000,000 gallons in aggregate for the initial fill requirements over the term of the Project. The Estimated Water Volume is only for the initial fill requirements of the Project. The ongoing operational water requirements of the Project is expected to be less than 1% of the initial fill requirements.
3 Supply Term	Approximately five (5) years.
4 Delivery Point	The Project site located one (1) mile south of Kiowa, Oklahoma.
5 Indicative Pricing	\$(X) per gallon. Final pricing to be confirmed in the WSA.
6 Method of Delivery	The method of delivery of water to the Project to be finalized in the WSA.
7 Infrastructure Upgrades	Buyer is willing to pay the reasonable costs of upgrading the City of Kiowa’s water infrastructure, including new

Item	Details
	water filters and upgrading water storage infrastructure, as necessary to enable supply to the Project, up to a maximum contribution of \$[X]. Any costs in excess of this amount will be addressed in the WSA.
8 Priority of Community Supply	The Supplier shall not be obligated to supply water to the Project to the extent that doing so would be insufficient to meet the water needs of existing community members. Priority of Community Supply arrangements to be finalized in the WSA.
9 Ownership & Maintenance of Infrastructure	Any infrastructure upgrades funded by Buyer will be owned, operated and maintained by the Supplier following completion, unless otherwise agreed in the WSA.

[Signature Page Follows]

Signed on behalf of **City of Kiowa:**

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) Signature

[Title]

[Name]

Date signed: