

AGREEMENT FOR THE DELIVERY AND USE OF RECLAIMED WATER

THIS AGREEMENT is entered into this ___day of_____, between _____(the “*Consumer*”), _____(the “*Owner*”), and the LOUDOUN COUNTY SANITATION AUTHORITY d.b.a. “LOUDOUN WATER”, a Virginia body politic and corporate (the “*Authority*”).

WITNESSETH:

WHEREAS, the Authority owns, maintains and operates water treatment and reclamation facilities that produce treated effluent (“**Reclaimed Water**”) that attains Level 1 standards of the Virginia Water Reclamation and Reuse Regulations codified at 9 VAC 25-740-10 et. seq. of the Virginia Administrative Code and the requirements of the Virginia Pollution Discharge Elimination System Permit for the Broad Run Water Reclamation Facility (BRWRF) pertaining to Reclaimed Water (collectively, the “**Reuse Regulations**”); and

WHEREAS, the Consumer will occupy, maintain, and operate data center facilities known as _____ located on the property identified as _____(the “*Property*”), and agrees to the Rates, Rules and Regulations for Reclaimed Water Service; and

WHEREAS, the Owner holds title to facilities, known as _____ located on the property identified as _____(the “*Property*”), and agrees to the Rates, Rules and Regulations for Reclaimed Water Service; and

WHEREAS, the Authority is willing to sell and the Consumer is willing to purchase Reclaimed Water, pursuant to the terms of this Agreement for the Delivery and Use of Reclaimed Water (the “*Agreement*”), and both parties shall abide by the Reuse Regulations as revised from time to time.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Authority and Consumer do hereby agree as follows:

1. TERM OF THE AGREEMENT

A. This Agreement shall be effective upon the date first written above, which shall be known as the “*Effective Date*”, and shall continue indefinitely unless sooner terminated in accordance with the terms of this Agreement.

2. RECLAIMED WATER AVAILABILITY CHARGES AND RATES

A. The Authority shall not charge the Consumer any Reclaimed Water availability charges in connection with the Consumer’s use of Reclaimed Water in accordance with the terms of this agreement.

B. From and after the Commercial Operations Date (as hereafter defined), the Authority agrees to sell and deliver to the Consumer and the Consumer agrees to purchase and accept from the Authority up to approximately _____ gallons per day of Reclaimed Water (the “*Reclaimed Water Quantity*”) as required by Consumer’s demand

and derived from the Authority's Reclaimed Water production, storage, and distribution systems (the "**Authority's System**"). Notwithstanding the foregoing, it is understood that Consumer's usage may vary and the above rate of consumption is an estimate and not a guarantee; accordingly, Consumer shall not be in breach of this Agreement if Consumer does not accept and purchase Reclaimed Water in any quantity. The "**Commercial Operations Date**" shall mean the date upon which the Reclaimed Water System (as hereafter defined) has been constructed and installed and is ready and able to deliver Reclaimed Water to the Property in accordance with applicable legal requirements.

C. The cost to Consumer for Reclaimed Water will be such rate as the Authority shall duly adopt and establish in accordance with applicable law and may revise from time to time. The adopted rate shall be published in the Authority's "Rates, Rules, and Regulations for Reclaimed Water Service."

D. So long as the Authority has provided Reclaimed Water to the Consumer in accordance with the terms of this Agreement for the relevant billing period, full payment of all invoices for the metered amount of Reclaimed Water delivered to the Consumer in the relevant billing period shall be due within thirty (30) days of the date of issuance of said invoices. If the Consumer fails to timely fully pay any of the charges as herein provided, a late payment charge equal to ten percent (10%) of the amount due shall be added to the amount billed and shall be paid to the Authority by the Consumer. Failure to fully pay any charge within one hundred twenty (120) days of issuance of an invoice for such a charge shall constitute an event of default.

E. The Consumer's payment to the Authority pursuant to the terms of this Agreement shall not create or constitute any ownership interest or title by the Consumer in or to any part of the Authority's System.

3. POTABLE WATER AVAILABILITY CHARGES AND RATES

A. The Consumer and the Authority agree upon the payment of potable water availability charges for the Property as follows:

i. Consumer shall pay potable water availability charges in the amount of \$ _____. This potable water availability charge entitles Consumer to purchase _____ gallons per day of potable water at the Property ("**Purchased Reserve Quantity**"). Pursuant to the adopted Rates, Rules and Regulations, actual use of potable water in excess of the Purchased Reserve Quantity for more than seven (7) days in any period of twelve (12) consecutive months shall require payment of an increase in availability charge, except as provided in Section 3.A.ii. Adjustments in the availability charge to the Consumer shall be made according to rate in effect at the time the re-estimation is performed, deducting payment previously made by the Consumer.

ii. The Consumer may access and use potable water from the Authority at the applicable rate for potable water specified in the Rates, Rules and Regulations, as revised from time to time subject to the provisions of Section 3.A.i above. Notwithstanding any other provision of this Agreement, the Authority shall not charge the Consumer any increase in potable water availability charges in connection with the Consumer's use of potable water necessitated by (i) the Authority's temporary

discontinuance of Reclaimed Water service or reduction in the amount of Reclaimed Water delivered to Consumer; or (ii) the Authority's inability to deliver to Consumer Reclaimed Water meeting the standards of the Reuse Regulations up to the Reclaimed Water Amount.

4. CONSUMER'S USE OF RECLAIMED WATER

A. The Consumer may use the Reclaimed Water as a supply of cooling water for data facilities and irrigation on the Property in a manner consistent with all federal, state and local regulations.

B. Use of reclaimed water for contact cooling, such as adiabatic cooling or other methods which release an indoor airstream, is subject to additional restrictions, monitoring and reporting requirements from Virginia Department of Environmental Quality (VDEQ) and Virginia Department of Health (VDH) and installation of certain equipment required by VDH to protect health and safety. Contact cooling users shall be subject to the restrictions and requirements described in **Appendix D** of this agreement, which are incorporated by reference herein.

C. Consumer agrees to purchase and accept from the Authority up to approximately _____ gallons per day of Reclaimed Water for irrigation as required by Consumer's demand. Consumer shall be subject to the irrigation restrictions and requirements described in **Appendix E** of this agreement, which are incorporated by reference herein.

D. The Consumer may use Reclaimed Water for additional uses consistent with Section 90 of the Reuse Regulations, provided the Consumer requests and obtains the approval of the Authority prior to implementing any such additional uses. If the Consumer intends to implement any additional approved uses the Consumer shall provide a written request for approval to the Authority no less than sixty (60) days prior to the anticipated date of initiating any additional uses of Reclaimed Water. The Authority shall review these proposed additional uses and respond with approval or disapproval within sixty (60) days. The Authority shall not unreasonably withhold, delay or condition any proposed use. The Consumer shall not initiate the proposed additional Reclaimed Water use until an amended copy of this Agreement is received from the Authority which documents such additional use.

E. Upon written notice from the Authority to the Consumer of the Authority's determination that the Consumer has implemented unapproved uses of Reclaimed Water that may present a public health hazard or are in violation of federal, state or local regulations, the Consumer shall promptly correct such unapproved uses to the reasonable satisfaction of the Authority.

5. DELIVERY AND DISTRIBUTION OF RECLAIMED WATER

A. Commencing on the Commercial Operations Date, the Authority will deliver Reclaimed Water to the Consumer at the following location(s): Address otherwise known as _____ (the "**Property**") the Property as shown on the attached **Exhibit A**.

B. The Authority's System shall extend to and include the volumetric flow meter(s) (the "**Point of Delivery**") as shown on **Exhibit B**. The Authority is responsible for operating and maintaining the Authority's System, including those components located on the Property up to and including the Point of Delivery. The Consumer shall own, operate, and maintain all those components of the Reclaimed Water delivery system downstream of the flow meter to the point of use (the "**Consumers System**"). The Authority's System and the Consumer System, collectively, shall be the Reclaimed Water System.

C. The Consumer is responsible for constructing all pipes, connections, and appurtenances necessary to obtain Reclaimed Water from the Point(s) of Delivery. Construction shall be in accordance with plans and specifications previously reviewed and approved by the Authority, final copies of which shall be submitted to the Authority for its records no more than thirty (30) calendar days subsequent to completion of construction.

D. All metering facilities installed at the Point(s) of Delivery are and shall remain the property of the Authority; said metering facilities being identified in **Exhibit B** attached hereto.

E. The Authority will operate and maintain all Reclaimed Water metering facilities, including periodic testing thereof; and whenever it determines that replacement of any metering facility is required, it will install, operate and maintain such replacement/new metering facility as may be reasonably required in accordance with then current waterworks industry standards for accuracy so as to ensure accurate measurement of the quantities of Reclaimed Water delivered by the Authority to the Consumer at the Point(s) of Delivery. Calibration of the meters will occur with the most recent American Waterworks Association standards (AWWA C700, C701, C702, C703). A copy of the calibration results may be requested by the Consumer at the time of the calibration test.

F. The aggregate of the quantities of Reclaimed Water delivered by the Authority to the Consumer as measured by each of the metering facilities that are installed shall be considered to be the total amount of Reclaimed Water delivered by the Authority to the Consumer during any specified period of time.

G. The Authority shall coordinate with the Consumer and Owner to identify locations within existing Authority easements on the Property, to the extent practicable and allowed by the Reuse Regulations, for the Authority's installation, operation and maintenance of the Authority System up to the Point(s) of Delivery. The Owner shall grant the Authority new easements over and across the Property for the installation, operation and maintenance of any of the Authority's System up to the Point(s) of Delivery that cannot, in the reasonable judgment of the Authority, be located within existing Authority easements on the property. The Deed of Easements, which includes a legal description of the Property, is attached hereto as **Exhibit C**, and incorporated by reference and made a part of this Agreement. Upon full execution of the Deed of Easements, it shall be recorded in the land records of Loudoun County, Virginia. The Authority shall promptly release the Deed of Easements of record not otherwise required for service to other customers upon the termination of the Agreement for any reason.

H. The Owner is responsible for obtaining lender's consent to and/or subordination of the Deeds of Trust encumbering the easements or rights-of-way conveyed to the Authority. It is agreed that title to such easements will be free and unencumbered and that all expenses incidental to obtaining such title, including cost of examining the title and of conveyance, shall be borne by the Consumer.

6. CONSUMER'S DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE REQUIREMENTS

A. Consumer shall comply with all applicable design, construction, operation, maintenance and regulatory requirements as required by the Reuse Regulations, Section 9 VAC 25-740-160, SCAT regulations, and/or any local, state, or federal regulations in the design, construction, operation, and maintenance of the Consumer's System.

B. Consumer will take all reasonable precautions, including signs and labeling, to clearly identify Reclaimed Water lines extending from the Point(s) of Delivery to prevent inadvertent human consumption. Signs shall also be posted, as required by Section 9 VAC 25-740-160 of the Reuse Regulations, to ensure proper use of Reclaimed Water and to protect the health and safety of the general public. Signage shall be kept in appropriate condition so that the signs are legible and free of debris, vandalism, etc. The Authority may require the Consumer to post additional signage or replace existing signage if deemed necessary.

C. The Consumer shall prepare operations and maintenance procedures for its System, which shall, at a minimum, contain the following:

i. A description of all components of the Consumer's System and step-by-step instructions for operation of specific mechanical components.

ii. Routine maintenance requirements and schedules of maintenance for all components of the Consumer's system.

iii. Procedures to handle and dispose of any wastes or wastewater generated by the maintenance of the delivery system in a manner consistent with applicable federal, state, and local regulations.

D. The Consumer shall ensure that all necessary personnel are trained and familiar with the proper operation and maintenance of the Consumer's System. Consumer will disclose Operations and Maintenance Manuals and Standard Operating Procedures upon the Authority's request.

E. Consumer shall contact the Authority immediately if its System is unable to accept Reclaimed Water.

F. It shall be the sole responsibility of the Consumer to ensure that no nuisance conditions (e.g. ponded water that attracts mosquitoes or other vectors; strong odors that the Authority or the Department of Environmental Quality determines are the subject of frequent and wide spread complaints from the surrounding community; any condition

determined by a court of law to be a nuisance condition) result from the distribution, storage or use of Consumer's Reclaimed Water.

G. If required by Section 9 VAC 25-740-110 of the Reuse Regulations, the Consumer shall own, operate, and maintain Reclaimed Water storage facilities.

H. Direct cross-connections between the Consumer's System and any potable water supply system are not permitted. Backflow prevention devices shall be installed on the reclaimed water and potable water service lines. Consumer shall bear the cost of all backflow prevention devices in the Consumer's System. The Authority takes no responsibility for the operation and maintenance of the backflow prevention devices. The Consumer's System shall be in compliance with the cross-connection control and backflow prevention requirements of the Virginia Waterworks Regulations (12 VAC 5-590-580 et seq.), the Uniform Statewide Building Code, the Authority's Cross Connection/Backflow Prevention Program, International Plumbing Code, and local building and plumbing codes. Consumer is subject to initial and annual cross-connection control and backflow inspections by the Authority.

I. Consumer may utilize potable water as a supplementary source of irrigation and cooling water for its data center facilities provided: 1.) there are no announced legal restrictions on such use, 2.) there is an air gap separation of at least eight (8) inches, where potable water supplies the process or system containing Reclaimed Water, and 3.) the Consumer purchases such potable water at the rate specified for potable water in the Rates, Rules, and Regulations, as revised from time to time.

J. The Consumer shall provide a positive check-valve between the Consumer's System and any other non-potable irrigation water source(s). The Consumer or Owner shall be responsible for the cost, installation and complete operation of such check-valve. The Consumer will provide written notification to the Authority identifying any and all wells or surface water bodies connected to the Consumer's irrigation system.

7. RECLAIMED WATER QUALITY

A. The Authority shall produce and supply Reclaimed Water of a quality that attains the Level 1 standards of Reuse Regulations as revised from time to time.

B. The Authority makes no other warranty, and specifically makes no implied warranty, of merchantability or of fitness of the Reclaimed Water for any particular use or purpose. Further, any plans, specifications, water quality analysis or reclaimed wastewater sampling will serve to merely indicate the general quality of Reclaimed Water that will be delivered to the Consumer. Such plans, specifications, water quality analyses or treated water samples create no warranty that the Reclaimed Water delivered by the Authority will conform to these samples.

C. The Authority shall monitor the quality of the Reclaimed Water at the Point of Compliance in accordance with the VPDES permit, and as defined in 9VAC740-10. In the event the Reclaimed Water violates the standards set forth in the Reuse Regulations, the Authority shall notify the Consumer by telephone or email as

soon as practicable, and at a minimum within 24 hours, after identifying such change. Upon any such notification the Authority shall discontinue the delivery of Reclaimed Water until the quality is restored to the level required by the Reuse Regulations, which restoration the Authority shall promptly commence and diligently pursue.

D. During any period when the Authority is unable to deliver Reclaimed Water meeting the standards set forth in the Reuse Regulation, the Consumer may, without notice, access and use potable water from the Authority in sufficient quantities to meet its operational requirements, provided that the Consumer pays for such actual use of potable water at such rate or rates specified in the Rates, Rules and Regulations as periodically revised. The Consumer will not owe any additional availability charges for use of potable water used pursuant to this Section, 7D. The Authority shall notify the Consumer at least one (1) business day prior to the resumption of delivery of Reclaimed Water.

8. RECLAIMED WATER PRESSURE

A. The Authority shall make good faith effort to maintain pressure at its Point of Compliance between seventy (70) psi and eighty (80) psi. If at any time the Authority's delivery of Reclaimed Water falls below thirty-five (35) psi at the Point of Delivery, the Consumer may, without notice use potable water from the Authority in quantities sufficient to meet its operational requirements, provided the Consumer purchases such potable water at the rate specified for potable water in the Rates, Rules, and Regulations, as revised from time to time.

B. Pursuant to the Reclaimed Water Rates, Rules, and Regulations, where the Consumer desires a higher pressure than furnished at the reclaimed water main of Loudoun Water, the Consumer may install at its own expense a tank and/or booster pump of a type and installation approved by Loudoun Water.

9. NOTICES

A. The Authority shall provide the Consumer two (2) business days advanced notice of any planned service disruption by telephone or email and shall make good faith efforts to provide the Consumer notice of any unplanned service disruption within two (2) hours by telephone or email. The Authority shall inform the Consumer in writing within three (3) business days thereafter stating the reason for the interruption of service and the anticipated duration.

B. The Authority shall make good faith efforts to provide written notice of any pending changes, and the nature of the changes, in the quality standards for Reclaimed Water under the Reuse Regulations and any change in the Authority's Virginia Pollution Discharge Elimination System (VPDES) permit from the VDEQ at least thirty (30) days in advance of any such changes. The Authority also shall provide written notice to the Consumer of the adoption of any changes, and the nature of the changes, in the quality standards for the Reclaimed Water under the Reuse Regulations and any change in the Authority's VPDES permit from the VDEQ within five (5) business days of the adoption of such change.

C. The Consumer shall restrict the use of Reclaimed Water in accordance with Chapter 1046 of the Loudoun County Code, as applicable, or such other water use restrictions as the Authority shall promulgate.

D. Unless otherwise specified in this Agreement, all notices or requests shall be in writing and shall be given by hand delivery or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Authority:
Loudoun Water
Attn: General Manager
PO Box 4000
44865 Loudoun Water Way
Ashburn, VA. 20146
571-291-7700

With copies to:
Jonathan Rak, Esq.
McGuireWoods LLP
1750 Tysons Boulevard
Suite 1800
McLean, VA 22102
703-712-5000

If to the Consumer:

With a copy to:

In addition, any notices required to be given by the Authority to the Consumer pertaining to any service disruption or other operational matters under Sections 9A and 9B shall be by telephone to _____ at _____ and by email to _____. Any notices given by the Consumer to the Authority pertaining to any disruption in the acceptance of Reclaimed Water or other operational matters shall be by telephone to (571) 291-7700 and by email to reclaimedwater@loudounwater.org.

10. ACCESS

A. The Consumer shall grant access to the Authority to perform routine and unplanned inspections of the Consumer's System and/or the Authority's System facilities and operations, including required annual inspections for the cross-connection and backflow prevention system program as specified in section 9 VAC 25-740-100.C.I.g. of the Reuse Regulations, as amended. The Authority shall have the ability to take notes, make sketches, and take photographs of the Consumer's System as necessary to document the condition of the Consumer's System during inspection. However, the Authority shall be required to comply with the Consumer's security protocols in place at the time of inspection. If the Authority requires access inside the security fence, such access shall be coordinated with Consumer at a mutually convenient time and Consumer shall have the right to be present at all times during such review and inspections. Photography inside the security perimeter shall require advanced

notice and approval by Consumer. Records of inspections shall be kept on file at the Authority and copies shall be provided to the Consumer.

11. RECORD KEEPING

A. The Consumer shall maintain and make available upon request adequate operating records. Failure to maintain adequate operating records could result in termination of service by the Authority.

12. CONFIDENTIALITY

A. Any information submitted to the Authority may be claimed as confidential by the Consumer. Any such claim must be asserted at the time of submission by stamping the words “*confidential business information*” on each page containing such information. Consumer shall demonstrate to the satisfaction of the Authority that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under Virginia law. Information claimed as confidential that is not exempt from disclosure pursuant to the Virginia Freedom of Information Act (VFOIA) may be disclosed by the Authority in response to a valid VFOIA request. If no claim of confidentiality is made at the time of submission, Loudoun Water may make the information available to the public without further notice.

13. MODIFICATION OR REVISION TO THE AGREEMENT

A. This agreement is subject to modification by the Authority in order to comply with the Reuse Regulations as revised from time to time.

B. This agreement shall be modified to incorporate conditions resulting from the issuance of a special order including but not limited to any order or decree issued by USEPA or the Virginia Water Control Board.

C. Any agreement modifications which result in new use, monitoring, or compliance conditions shall include a reasonable time schedule for compliance.

14. TERMINATION OR ASSIGNMENT

A. The Authority and the Consumer retain the right to terminate this Agreement upon the occurrence of any event of default on the part of the other party in accordance with Sections 17 and 18 below.

B. The Consumer may terminate this Agreement at any time by giving at least thirty (30) days prior written notice to the Authority. This Agreement shall terminate on the termination date stated in the notice, which shall be at least thirty (30) days after the date of such notice. Upon the Consumer's termination of this Agreement, the Consumer may thereupon, without further notice, access and use potable water from the Authority in quantities sufficient to meet its operational requirements at the Authority's published rates, and the Consumer shall be

responsible for the payment of water availability charges for the Property in accordance with the Authority's Rates, Rules, and Regulations for potable water. The Consumer and the Authority shall establish a plan for the Consumer's payment of such water availability charges over a three year period.

C. This Agreement may not be assigned by the Consumer without the prior written consent of the Authority, not to be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, without obtaining the prior written consent of the Authority, Consumer may assign this Agreement (i) to any corporation which is a successor to Consumer either by merger or consolidation, (ii) to a purchaser of all or substantially all of Consumer's assets, or (iii) to a corporation or entity which shall directly or indirectly control, be under the control of, or be under common control with, the Consumer. For purposes hereof, "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting stock of a corporation or other major equity and control interest if not a corporation.

15. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS

A. If for any reason during the term of this Agreement, local, state, or federal governments or agencies fail to issue necessary permits, fail to grant necessary approvals, or shall require any change in the operation of the treatment, transmission and distribution systems for Reclaimed Water or the application and use of Reclaimed Water provided by the Authority, then to the extent that such requirements shall affect the ability of any party to perform any of the terms of this Agreement, the affected party shall be excused from the performance thereof and a new Agreement shall be negotiated by the parties in conformity with such permits, approvals, or requirements.

16. TRANSFER

A. The Consumer's right to sell, transfer or otherwise alienate the Property shall not be restricted by this Agreement.

17. DEFAULT

A. The following events shall constitute events of default under this Agreement:

i. If the Consumer fails to pay, within one hundred twenty (120) days of the issuance of an invoice, any charge for Reclaimed Water pursuant to Section 1 above.

ii. If the Consumer or the Authority fails to keep, perform, or abide by any other term, condition, or covenant of this Agreement to be performed or observed, and does not cure such default within thirty (30) days after written notice thereof, or, if such default cannot be cured in such thirty (30) day period, does not within thirty (30) days commence with diligence and dispatch such act or acts as shall be necessary to cure the default within a reasonable time. In the event of any failure by Consumer to keep, perform, or abide by any term, condition, or covenant of this Agreement, the Authority

shall provide written notice to the Consumer and the Consumer shall have the right to cure within the thirty (30) day period.

iii. If the Consumer implements any unapproved uses of Reclaimed Water that may present a public health hazard or are in violation of federal, state, or local regulations and does not cure such default within thirty (30) days after written notice thereof to Consumer from the Authority, or, if such default cannot be cured in such thirty (30) day period, does not within thirty (30) days commence with diligence and dispatch such act or acts as shall be necessary to cure the default within a reasonable time.

18. REMEDIES FOR DEFAULT

A. In the event of a default by either party under Section 17, at any time following the expiration of the cure period provided therein, the non-defaulting party may terminate this Agreement by giving at least ten (10) days prior written notice to the defaulting party. This Agreement shall terminate on the termination date stated in the notice, which shall be at least ten (10) days after the date of such notice.

B. In the event of a default by the Authority which results in the suspension or reduction of Reclaimed Water service, the Consumer may, without terminating this Agreement, access and use potable water from the Authority at the rate specified for potable water in the Rates, Rules, and Regulations, as revised from time to time, in sufficient quantities to meet its operational requirements, until such time as the Authority restores Reclaimed Water service.

C. In the event of a default by the Consumer under Section 17 and the expiration of any applicable cure period, the Authority may, without terminating this Agreement, suspend Reclaimed Water service to the Consumer upon ten (10) days written notice. Such suspension may continue for the period specified in the notice or until such time as the Consumer has corrected any breach of this Agreement to the satisfaction of the Authority. At the end of the period of suspended service, if the Consumer has not corrected the breach, the Authority may terminate this Agreement upon ten (10) days written notice to Consumer.

D. The non-defaulting party also has rights and remedies that may exist under law. All rights and remedies may be exercised successively or concurrently. Notwithstanding the foregoing, in no event shall either party be liable for any consequential, exemplary, punitive or indirect damages.

E. The sole and exclusive jurisdiction for any litigation arising from or relating to this Agreement shall be in the Circuit Court of Loudoun County, Virginia.

19. DISCLAIMER OF THIRD PARTY BENEFICIARIES

A. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue to, upon or by reason hereto, or for the benefit of any third party not a party to this Agreement.

20. SEVERABILITY

A. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effective. To that end, this Agreement is declared to be severable.

21. APPLICABLE LAW

A. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the Commonwealth of Virginia.

22. ENTIRE AGREEMENT

A. This Agreement constitutes the entire agreement between the parties. Consumer agrees to abide by the provisions of the Loudoun Water Rates, Rules, and Regulations for Reclaimed Water Service and any policies and procedures which may address Reclaimed Water. Except as may be provided by Loudoun Water Rates, Rules, and Regulations for Reclaimed Water Service, policies or procedures, modifications to and waivers of the provisions herein shall not be binding unless made in writing and signed by the parties hereto.

[SIGNATURE PAGES FOLLOW]

LOUDOUN COUNTY
SANITATION AUTHORITY, a
Virginia body politic and
corporate

By: _____

Name: Dale Hammes

Title: General Manager

STATE OF _____

COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Dale Hammes, as General Manager of the Loudoun County Sanitation Authority, whose name is signed to the foregoing, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

My Registration Number: _____

(CONSUMER)_____

By: _____

Name: _ _____

Title: __ _____

STATE OF _____

COUNTY OF _____

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, as _____ of _____, whose name is signed to the foregoing, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

My Registration Number: _____

(OWNER)_____

By: _____

Name: _ _____

Title: __ _____

STATE OF _____

COUNTY OF _____

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, as _____ of _____, whose name is signed to the foregoing, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

My Registration Number: _____