

## WATER AND WASTEWATER AGREEMENT

THIS WATER AND WASTEWATER AGREEMENT (this "Agreement") is made and entered into as of January 23, 2026 ("Effective Date") by and between the City of Piqua, a municipal corporation of the State of Ohio (the "City") and J5 LLC d/b/a Shaytura LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, "Customer"). The City and Customer are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

### RECITALS

A. Customer has the right to acquire certain real property consisting of approximately 607 acres of undeveloped land located in Piqua, OH, as more particularly described on Exhibit A hereto (the "Property").

B. If Customer acquires the Property, Customer has proposed to establish on the Property a large-scale project in one or more phases over a period of years that may include multiple buildings with the use of one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, cooling systems, water systems, wastewater systems, power supplies, and environmental controls, as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings or structures (collectively, the "Project").

C. The City finds developments such as the Project to be in the public interest of its citizens and thus desires to encourage and aid the Project in order to recruit the Project to the City.

D. Customer anticipates that the Project will require a substantial, long-term commitment of capital and resources of Customer, as well as the careful integration of public capital facilities, construction schedules and the phasing of the development of the Project, in order for the Project to be successful, both for Customer and the City. Customer is unwilling to risk such capital and resources without sufficient assurances from the City that adequate, reliable potable water ("Water") and water-carried waste (including treatable wastes, "Wastewater") service, provided at reasonable rates, will be available to the Project.

E. The City owns and operates within its jurisdictional limits (i) a water treatment plant (WTP) (6.75 MGD Lime Softening Surface Water Treatment Plant) (together with any repairs, improvements and additions thereto and updates and replacements thereof, the "Water Treatment Plant"), (ii) a potable Water system, consisting of three pressure zones and three water storage tanks (together with any repairs, improvements and additions thereto and updates and replacements thereof, the "Water System"), (iii) a wastewater treatment plant (WWTP) 8.7 MGD Enhanced Biological Nutrient Removal Activated Sludge WWTP (together with any repairs, improvements and additions thereto and updates and replacements thereof, the "Wastewater Treatment Plant") and (iv) a municipal sanitary sewer system that consists of gravity sewer mains and seven lift stations (together with any repairs, improvements and additions thereto and updates and replacements thereof, and together with the Wastewater Treatment Plant, the "Wastewater System", and together with the Water System, the "Systems").

F. The Parties have provided for the construction of certain infrastructure improvements, including road improvements, related to the Project pursuant to that certain Development Agreement between the City and Customer, dated as of the Effective Date (the "Development Agreement").

G. The City desires to provide, and Customer desires to obtain, Water and Wastewater service to the Project through the Systems, on the terms and conditions set forth herein. In addition, the Parties desire to confirm the availability of, and to reserve for Customer, Water and Wastewater service for the Project, as the same may be expanded or modified pursuant to the process outlined in Section 3(a) found herein, of a quantity and quality that will support continuous operation of the Project, as more particularly described herein, so as to induce Customer to acquire the Property and develop the Project on the Property in reliance on such availability and reservation.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Customer hereby agree as follows:

1. INDEPENDENT CONSIDERATION. Customer has paid to the City the amount of \$100 as consideration and inducement to the City to enter into this Agreement, which amount shall be non-refundable to Customer.

2. CURRENT AVAILABILITY; PERMITTED CAPACITY. The City represents, warrants and covenants to Customer as follows:

(a) Availability. As of the Effective Date, the City will ensure Temporary Construction Water is available for the Property in the quantity and at the location specified in Exhibit B. As of the Effective Date, Water and Wastewater service is available to the Property, and such existing Water and Wastewater service shall remain available to the Property during the entire period of construction and operation of the Project.

(b) Quality. The City has the ability to provide Water service of the Required Quality through the Systems to the Property. As used herein with respect to Water service, "Required Quality" shall mean such water quality meeting the requirements of 40 CFR Chapter I, Subchapter D, Part 131, Water Quality Standards, Part 141, National Primary Drinking Water Regulations, and Part 143, National Secondary Drinking Water Regulations. The Required Quality for the Project shall be (i) not less than that quality of potable water typically provided by the City during the 5 calendar years prior to the Effective Date to its residential customers and (ii) at least as is required by (x) all applicable local, state and federal laws and regulations (collectively, "Laws") and (y) all permits issued to the City to provide Water service (such quality, the "Required Project Quality") and any orders related thereto. As applied to Wastewater service, the term "Required Project Quality" shall mean that the City has the ability to comply with all permits and authorizations necessary to provide Wastewater service to the Project and is able to meet all applicable Wastewater treatment and discharge requirements. For the avoidance of doubt, all references herein to Wastewater service shall include the discharge and treatment of Wastewater.

(c) Water System. The City owns and operates within its jurisdictional limits the Water System, which has existing capacity that is not being used or reserved for use by others and is substantially in excess of existing and projected demands for Water service from the Water System. The City has the existing legal right pursuant to a valid operating license issued to the City by the Ohio Environmental Protection Agency ("OEPA") to take in up to 6.75 million gallons of Water per day ("MGD") (the "Permitted Intake") for treatment as potable Water (the "Permitted Water Use"). The City's current Water treatment plants have the design capacity and capability to treat and transport up to 6.75 million gallons of potable Water per day. The City has no knowledge of any fact, circumstance or

pending law, rule, regulation, order or directive that would or might cause a reduction in the Permitted Water Use, other than as articulated specifically in Piqua Codified Ordinances § 53.42 EMERGENCY LIMITATIONS. The City does not cap the amount of Water usage for its customers under normal operating conditions in a manner that would cause a reduction in Water supply to the Project to less than the amounts identified for each Tier in Exhibit B.

(d) Wastewater System. The City owns and operates within its jurisdictional limits the Wastewater System, which has existing capacity that is not being used or reserved for use by others and is substantially in excess of existing and projected demands for Wastewater service from the Wastewater System. The City has the existing legal right pursuant to a valid National Pollutant Discharge Elimination System (NPDES) permit 1PD00008\*WD issued to the City by the OEPA to treat and discharge up to 8.7 million gallons of Wastewater from the Wastewater System per day (the "Permitted Discharge"). The current Wastewater Treatment Plant has the design capacity and capability to receive and treat up to 8.7 MGD of Wastewater per day. The Wastewater System has the design capacity and capability to receive and treat Wastewater discharges of the type generated by the cooling system that Customer currently anticipates using at the Project and other substantially similar industrial discharges. Based upon Customer's representations that Customer's proposed discharge to the Wastewater System will consist primarily of unpolluted non-contact cooling water, the City has determined that Customer is not a "Significant Industrial User" and will not fall under the Industrial Pretreatment Program of the City. Furthermore, the City agrees that, if Customer discharges effluent to the System within the quality limits set forth on Exhibit D attached hereto, the Project's wastewater discharges will not require pretreatment. Notwithstanding the foregoing, Customer's discharge to the Wastewater System shall at all times be subject to Section 51.17 of the City of Piqua Code of Ordinances (the "Code"), titled "Discharge Prohibitions." Furthermore, under authority of Section 51.55 of the Code, titled "Special Agreements or Arrangements," the City agrees to waive for the benefit of the Customer the prohibition against the discharge of unpolluted cooling water to the Wastewater System set forth in Section 51.16(A)(1) of the Code. With such waiver in place, the City has no knowledge of any fact, circumstance or pending law, rule, regulation, order or directive which would or might cause a reduction in the Permitted Discharge. If pretreatment of Wastewater is required because Customer changes its operations at the Project such that there is a material change to the quality of any discharged Water from the Project, or as the result of a material change in Laws, other than Laws promulgated by the City, governing pretreatment of Wastewater discharges from the Project, then Customer and the City shall meet and confer to reasonably determine if modifications to this Agreement are required. If the Parties cannot reach an agreement on whether modifications are needed to this Agreement, the Parties shall resolve such dispute in accordance with Section 11(c) of this Agreement. For the avoidance of doubt, all references herein to Wastewater service shall include the discharge and treatment of Wastewater.

(e) Fire Capacity. The Water System has, and shall have at all times during the Term (as defined below), sufficient capacity to support permanent fire system and temporary fire system for the temporary construction support building ("TCSB") as described on Exhibit B. Water supplied to the Project shall meet all applicable fire codes.

(f) General. The City Council, after conducting a duly-noticed public meeting, adopted Resolution No. R-114-25 on November 3, 2025, effective immediately upon adoption, which resolution (i) confirmed the City Council's approval of this Agreement and (ii) authorized the execution of this Agreement. The City represents and warrants to Customer that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement is a valid and binding obligation, enforceable against the City in accordance with the terms hereof. The City further represents and warrants to Customer that execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the City.

### 3. CAPACITY ALLOCATIONS.

(a) Allocations. The City hereby agrees to reserve and hold for the Customer continuous use during the Term the Water Capacity Allocation and the Wastewater Capacity Allocation, each as set forth and defined in Exhibit B (collectively, the “Capacity Allocations” or “Allocations”). However, in cases of water shortages (as will be described below), the City reserves the right to maintain service for hospitals, nursing homes, assisted living facilities, medical clinics, schools, government operations, and for fire emergencies with reasonable notice to the Customer. Whereas in the event that commercial and industrial water users are required in any shortage to implement a water conservation to reduce water use to the minimum levels of absolute necessity, such water conservation in the case of Customer may equal, and shall not exceed, any then-current percentage reduction required for indoor residential water use. The Allocations and the Water and Wastewater services provided hereunder shall meet or exceed the Required Project Quality. Upon written request of either Party, the Parties shall review the Allocations no less frequently than every 5 years during the Term to determine whether a reduction or increase in the Allocations is appropriate and to plan services for the Project. The amount so reserved going forward will be adjusted by mutual good faith agreement of the Parties based upon: (1) the Customer’s growth plans for the Property; (2) the Customer’s actual usage of the Water System and Sewer System to date; (3) any anticipated changes in the nature or timing of future development associated with the Property; and (4) the City’s need to recover any unreimbursed costs of designing and constructing any additional or expanded water or sewer infrastructure necessary to service any increase in the amount reserved for the Customer that may be agreed to at a later date. Any approved changes to the Allocations shall be memorialized via an amendment to this Agreement. It is the expectation of Customer that the Allocations will be used over time in different tiers, which are described in Exhibit B (each phase defined therein as a “Tier”).

(b) Notice to Proceed. The Allocations shall be available to Customer at all times needed from and after the Effective Date. Customer shall use commercially reasonable efforts to provide the City with at least 210 days’ advance written notice (“Notice to Proceed”) of the commencement of the use of each Tier (as defined in Exhibit B), other than Tier I, for which notice is hereby given; provided, however, that failure to give such notice shall not preclude Customer’s use of any Tier. Each Notice to Proceed provided by Customer shall identify the Tier in Exhibit B to which it applies. Within 15 days of receipt of a Notice to Proceed, the City shall confirm to Customer that the applicable Water Capacity Allocation or Wastewater Capacity Allocation, together with any necessary improvements (including but not limited to those improvements identified in Exhibit C), will be available for Customer’s use no later than 210 days from the date of the Notice to Proceed.

(c) Measurement. The Water Capacity Allocation and Customer’s use of portions thereof shall be measured based on Customer’s actual withdrawals from the Water System. At all times the Water Capacity Allocation shall be available at the property line for the Property, or, if applicable, other point of connection to the Water System at a pressure of 50 pounds per square inch for Tier I and between 65 and 80 pounds per square inch for Tier II.

### 4. REDUNDANT SYSTEMS; CONTINGENCY PLANS.

(a) Redundant Systems. The City acknowledges that Customer requires a continuous supply of Water and Wastewater service to the Project. Subject to the terms and conditions of this Agreement, Customer may, but shall not be obligated to, establish redundant and/or back up Water and Wastewater resources to serve the Project in accordance with applicable Laws, and the City hereby consents to the same. If Customer elects to establish redundant and/or backup Water sources by collecting

rainwater on the Property or in connection with the Project, or otherwise lawfully storing water on the Property for potential use as needed, the City shall not object to such establishment, including the installation, construction or maintenance of infrastructure and equipment in connection therewith, subject to Customer's compliance with applicable Laws.

(b) Water Resiliency and Efficiency Initiatives. If Customer elects to establish independent, redundant and/or back up Water and Wastewater treatment resources and/or reuse of discharge water, or other advanced water efficiency measures, the City shall not object to such establishment, including the installation, construction and maintenance of infrastructure and equipment in connection therewith, subject to Customer's compliance with applicable Laws.

5. WATER SUPPLY AND WASTEWATER SERVICE PRIORITY.

(a) Nature of Operation of Project. The City acknowledges that an essential component of this Agreement is to ensure continued water service and sewer service to the Project of a quantity and quality that will allow continuous operations of the Project. If any water shortage is declared by Miami County or City, the City will prioritize public health and safety, in which case residential users, public buildings and services, and health care facilities shall take precedent. The City represents and warrants to Customer that Customer's use of Water in connection with the Project does not violate any requirements of the Code. The City covenants that (i) the monthly allocation of Water to Customer shall not be lowered except as set forth below, (ii) the City shall not limit or otherwise reduce or discontinue the flow of Water to the Project to any level not meeting the Capacity Allocations and Required Project Quality unless necessary to provide sufficient potable drinking water for the imminent protection of the health and safety of the citizens served by the Systems, and then only upon reasonable notice to Customer, and (iii) if the City enacts or amends any Water shortage or Wastewater curtailment ordinances and such ordinances create classifications of Water and Wastewater customers, the Project shall receive the classification with no lower priority for Water usage than indoor residential uses of the Water System (other than services affecting public health, welfare and safety, including hospitals and booster stations), it being understood that the Project would not be located in the jurisdictional limits of the City without the agreements set forth in this Agreement and that Customer currently intends to lawfully expend substantial funds in reliance on the Allocations and Customer has acquired a continuous right in the Allocations, subject to Paragraph 5(b) immediately below. Further, the City acknowledges that, in past experience, restricting residential and commercial water usage for irrigation has been sufficient to address water supply shortages, and curtailment of such residential and commercial water usage for irrigation is anticipated to be implemented during a water shortage before any curtailment of water usage by industrial users such as the Customer.

(b) Repairs; Maintenance. Due to the critical, 24 hours per day, 7 days per week operation of the Project, the City shall keep and maintain the portions of the Systems that serve the Project and related supporting infrastructure in good working condition and repair, within the standard of care for public water and wastewater utilities providing services in Ohio. The City shall utilize the technology, equipment and standard practices meeting or exceeding the applicable regulations and permitting requirements for system monitoring and operator notification of any service interruption affecting the Water System or Wastewater System, and upon being notified of a service interruption will promptly initiate the established procedures to identify the cause of such service interruption and promptly commence appropriate repair and restoration measures to restore full Systems operations and service to the Project. The City shall diligently pursue such repair, restoration and maintenance measures until the Service Interruption is remedied and full Systems operations to the Project are restored. The City shall cause suitably trained employees or third-party maintenance contractors to be available and on call to provide critical repair, restoration and maintenance services. The City shall maintain maintenance and repair records for the Systems, and upon Customer's reasonable request therefor, make such records

promptly available for review by Customer or its employees, agents or representatives. A “Service Interruption” means (i) with respect to the Water System, a failure of the Water System to supply to the Project the Required Project Quality and volume of Water reserved under the Water Capacity Allocation for any period of time, or (ii) with respect to the Wastewater System, a failure of the Wastewater System to maintain the capacity reserved under the Wastewater Capacity Allocation for any period of time.

(c) Changes to Permitted Capacity. The City shall deliver to Customer notice of any facts or circumstances (including damage to any infrastructure serving the Project) that could result in a reduction of more than ten percent (10%) in the Permitted Water Use promptly, but in no event more than 5 business days following learning of such facts or circumstances or that a reduction in Water or Wastewater service might result therefrom. Upon the Customer’s request, the City shall make available to the Customer any permits relating to the Systems.

(d) Future Operations. The City shall operate the Systems in compliance with all applicable Laws and permits (including any orders relating to applicable Laws and permits) and shall use appropriate best management practices for Systems operations. The City shall promptly provide to Customer any notice of violation, directive or order issued to the City in connection with the City’s ownership, operation, or management of the Systems (an “Enforcement Notice”), no later than 5 business days following receipt thereof by the City. The City shall inform Customer within 15 days following the City’s learning of any enforcement actions taken by the State of Ohio or any agency thereof or the United States Government or any federal agency against the City in connection with the City’s operation or management of the Systems. If the City receives an Enforcement Notice that contains a demand, requirement or deadline that could result in a Service Interruption for the Project, then the City shall promptly, but in no event later than 5 days following its receipt of such Enforcement Notice, coordinate with Customer to establish temporary, alternative mechanisms to provide Water and Wastewater services until the applicable Service Interruption, if any, is repaired or restored. In the case of such a Service Interruption, the City shall use reasonable efforts under the circumstances to restore Water and Wastewater services at the levels required under the Allocations. The City shall comply with all applicable federal and state public notification requirements regarding any Enforcement Notice.

6. FEES AND RATES FOR CONNECTIONS AND SERVICES. The Parties acknowledge and agree that standard fees, rates or other charges for the connection to or use of the Water System (collectively, the “Water Rate”) and the standard fees, rates or other charges for the connection to or use of the Wastewater System (collectively, the “Wastewater Rate”, and collectively with the Water Rate, the “Rates”) are set forth in Chapters 51 and 53 of the Code, respectively. The current fees and Rates applicable to industrial customers such as Customer are set forth on Exhibit E, attached hereto.

(a) No Discrimination. The City shall not discriminate against Customer in connection with the setting of the Rates. The City shall set the Water Rate and the Wastewater Rate for the Project no higher than the lowest applicable Water Rate and Wastewater Rate, respectively, then-being charged by the City. Customer shall not be charged for use of, or otherwise obligated to pay amounts in connection with, the Systems, other than (i) charges (at the Water Rate) attributable to the portion of the Allocations for Water actually consumed or used by the Project and (ii) charges (at the Wastewater Rate) attributable to the number of gallons actually discharged into the Wastewater System by the Project, as determined by a separate discharge meter.

(b) Reasonable Fees and Rates. The City shall comply with the requirements of applicable Laws in connection with setting the Rates, and the Rates shall be reasonable. The Water Rate shall be based only upon the City’s actual operating, maintenance, capital outlay and capital reserve expenses and the cost of capacity purchases from third parties and similar expenses for the Water System. The Wastewater Rate shall be based only upon the City’s actual operating, maintenance, capital outlay,

and capital reserve expenses and the cost of capacity purchases from third parties and similar expenses for the Wastewater System. The Rates are subject to periodic adjustment, but any increases or decreases to the Rates must be approved by the City Commission of Piqua. The City acknowledges that a public hearing must be held prior to any adjustment to the Rates. The City shall not charge Customer any additional fees or rates solely applicable to the Project, the Property or the data center industry or data center users or with the express or inferred intent to specifically or inequitably target the Project, the Property or the data center industry or data center users.

(c) Calculating City's Capital Reserves. The City's policy for establishing capital reserves for its Water System and Wastewater System is that each reserve is adjusted annually to equal (12 months of operating expenses plus 1 year of projected capital outlay plus 1 year of debt service plus \$1,000,000 for emergency use).

(d) Effect of Non-Payment for Service. The City reserves the right to disconnect Water or Wastewater service for non-payment of undisputed amounts to the extent set forth in the Code; provided, however, that prior to any disconnection, the City shall provide Customer a minimum of 90 days after the date on which the unpaid invoice was due to pay such invoice and shall provide Customer with notification of termination at the Property at least 7 days before any service is disconnected.

(e) Additional Fees. The City has identified and disclosed all rates and fees that will apply to the Project on Exhibit E hereto. Customer shall not be required to pay any rates and fees not disclosed on Exhibit E. Without limiting the generality of the foregoing, the City agrees that Customer shall not be charged any application fees, tap, connection fees, or Systems development fees in connection with receiving service from the Systems other than those disclosed on Exhibit E, and any requirements of the Code to the contrary are hereby waived. For the avoidance of doubt, the only rates, tariffs, charges, general fees, application fees, connection fees, or Systems development fees in connection with receiving service from the Systems that will be charged to Customer in connection with the Project or this Agreement are those set forth on Exhibit E, and any requirements of the Code to the contrary are hereby waived.

(f) Measurement of Wastewater Discharge. The City and Customer acknowledge that a significant amount of Water entering the Project from the City's water meter will be consumed and evaporated and the resulting discharge amount of Wastewater will be lower than the amount of Water entering the Project. Customer will pay for, install, and maintain a separate totalizing meter (or meters) for all Wastewater discharges from the Project to measure the actual discharge amount from the Project. The meter (or meters) shall be compatible with the City's remote reading technology and shall be kept by Customer in good working order. Such meter(s) will be reasonably approved by the City before installation. Customer will be charged only for the number of gallons that are actually discharged into the wastewater system as measured by such discharge meter(s). The City reserves the right upon twenty-four (24) notice to inspect and calibrate the Customer's meters. No wastewater discharge shall be allowed until such meters are in place and operating within manufacturer's specifications.

7. Intentionally deleted.

8. TERM. The term of this Agreement (the "Term") shall commence on the Effective Date and continue until terminated in accordance herewith. Customer may at any time and for any reason terminate this Agreement automatically upon written notice thereof to the City.

9. ADDITIONAL PROPERTY. This Agreement is hereby adopted and approved by the City to apply to any contiguous real property to the Project that Customer may from time to time acquire following the Effective Date (whether in one or more parcels, "Additional Property"). If Customer

acquires Additional Property, then automatically upon notice thereof to the City, this Agreement shall apply with respect to, and the definition of "Property" hereunder shall include, such Additional Property regardless of whether the legal description of such Additional Property is actually attached hereto.

10. ADDITIONAL TIERS. Customer anticipates that it may develop the Property in a manner that would require additional Tiers of Water and Wastewater capacity in addition to, and similar in size and scope to, Tier I and Tier II (each, an "Additional Tier"). Subject to the terms of this paragraph, the City agrees to provide additional Water and Wastewater service to the Project sufficient to accommodate the Additional Tier in the same amounts per Tier as the original Capacity Allocations. Customer acknowledges and agrees to provide at least one-hundred eighty (180) days notice to the City of Customer's need for the additional Capacity Allocations required by such Additional Tier (the "Additional Tier Notice"). Within forty-five (45) days of receiving an Additional Tier Notice, the City shall either a) confirm to Customer that the City is able to deliver the additional Water Capacity Allocation or additional Wastewater Capacity Reservation; or b) identify the improvements to the Systems necessary to meet one or both additional Capacity Allocations. In the case where additional improvements to the Systems are necessary to accommodate the Capacity Allocations for an Addition Tier, Customer and the City will negotiate in good faith an agreement through which Customer will be responsible for the reasonable costs incurred by the City in designing, permitting, and constructing such improvements in the same manner as the improvements contemplated by this Agreement, as amended.

11. DEFAULT AND REMEDIES.

(a) Generally. In the event of a default of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than 15 days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default, the non-defaulting Party may pursue any or all of the following non-exclusive remedies (x) terminate this Agreement and seek damages from the defaulting Party or (y) enforce this Agreement by any remedy available at law or equity, including, but not limited to, damages or specific performance or both. Notwithstanding the first sentence of this Section 11(a), in the event of a breach by the City of the terms of Section 12(p), Customer may (1) treat such breach as an event of default and pursue the remedies set forth in this Section 11(a), or (2) terminate this Agreement immediately by means of written notice to City. If the Agreement is terminated in accordance with the immediately preceding sentence, Customer will have no obligation to make any further payments under this Agreement.

(b) Mutual Waiver of Consequential Damages. Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

(c) Dispute Resolution. If a material change in Customer's operations or in State or Federal laws, regulations, or directives governing industrial pretreatment permits occurs which will cause Customer's Wastewater discharges to become subject to permitting requirements, Customer and City shall, within 10 days after Customer notifies City in writing of the material change in operations or City notifies Customer in writing of the change of such State or Federal laws, regulations, or directives, meet and confer to reasonably determine if modifications to this Agreement are required. If the Parties cannot

reach an agreement on whether such change requires modifications to this Agreement, the Parties shall, within 10 days after the meeting, appoint a mutually agreeable independent third party with the requisite technical and legal expertise to determine whether the Customer is subject to industrial pretreatment requirements. The Parties shall meet with the third party within 10 days of his/her selection and a decision will be issued to Customer and City by the third party within 5 days thereafter. If the determination by the third party provides that the Customer is subject to industrial pretreatment requirements as a direct result of the change in operations or in Federal or State laws, regulations or directives, the Parties shall modify this Agreement to accommodate the determination, subject to Customer's termination rights under Section 8 hereof.

12. MISCELLANEOUS.

(a) Recitals. The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

(b) Notice. All notices and other communications given pursuant to this Agreement shall be in writing and shall be (a) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address listed below, (b) hand delivered to the intended addressee, (c) sent by nationally recognized overnight courier, or (d) or by electronic mail with a confirming copy being forwarded by a reputable overnight courier service within 24 hours thereafter to the recipient at the mailing address set forth below. If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the party to whom it is directed, postage prepaid. Notice made by personal delivery, overnight delivery or electronic mail shall be deemed given when received. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

City: City of Piqua  
201 West Water St.  
Piqua, Ohio 45356  
Attention: City Manager

With a copy to:

Bricker Graydon, LLP  
100 S. Third St.  
Columbus, OH 43215  
Attention: J. Caleb Bell

Customer: J5 LLC d/b/a Shaytura LLC  
c/o Vorys, Sater, Seymour and Pease  
Attn: Scott Ziance, Esq.  
52 East Gay Street  
Columbus, OH 43215  
Phone: 614-464-8225  
Email: sjziance@vorys.com

With a copy to:

Vorys, Sater, Seymour and Pease  
c/o Scott Ziance, Esq.  
52 East Gay Street  
Columbus, OH 43215

Phone: 614-464-8225  
Email: sjziance@vorvys.com

(c) Assignment. The City and the Customer acknowledge that the exact legal and financing structure used by the Customer in developing, equipping and operating the Project may include additional legal entities; therefore, the Customer may assign or transfer this Agreement, in whole or in part, without the approval of the City to (i) any affiliate, (ii) any entity resulting from the merger or consolidation of or with the Customer, (iii) any person or entity which acquires all (or substantially all) of the assets of the Customer, (iv) any successor of the Customer by reason of public offering, reorganization, dissolution, or sale of stock, membership or partnership interests or assets, or (v) in connection with any financing transaction entered into for the Project, including, but not limited to, any financing transaction under Ohio Revised Code Chapter 4582. Upon any assignment permitted under this Section 12(c), the assigning entity shall be relieved of its covenants, commitments and obligations hereunder with respect to any portion of the Agreement assigned. The Customer shall provide notice to the City of any such assignment permitted hereunder. For any assignment by the Customer that is not otherwise expressly permitted by this Section 12(c), this Agreement shall only be assignable by the Customer with the approval of the City Commission. The City shall not assign its rights and obligations under this Agreement to any party.

(d) Run with the Land. This Agreement shall run with the Property and any portion thereof as it may be subdivided or recombined. Customer may record in the Official Records of the Miami County Recorder's Office a memorandum of this Agreement setting forth the existence of this Agreement.

(e) Entire Agreement. This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the provision of Water and Wastewater service to the Project, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. Except for Customer's right to modify the description of the Property from time to time as set forth in Section 9, no agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and Customer.

(f) Waivers. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

(g) Governing Law. This Agreement and all related documents including all Exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to the conflict of laws' provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio.

(h) Interpretation. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

(i) Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

(j) Business Days. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Ohio. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Ohio, then the date for performance thereof shall be extended to the next Business Day.

(k) Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable Laws, or by the Development Agreement or by any other agreement or contract executed by the City and Customer in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

(l) Confidential Information. Customer may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that Customer claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to Customer (such information, collectively, "Confidential Business Information"). For the avoidance of doubt, data and information related to Customer's actual or projected consumption or usage of all or any portion of the Reservations shall be deemed Confidential Business Information. The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within 2 Business Days following the City's receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the City shall provide written notice of the same to Customer a copy of the request, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until Customer shall have had not less than 10 Business Days (following and excluding the day on which Customer receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to

enjoin the release of Confidential Business Information may be brought in the name of Customer or the City. The costs, damages, if any, and attorneys' fees in any proceeding commenced by Customer or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by Customer. Nothing in this Agreement shall be construed to conflict with the public record laws of the State of Ohio.

(m) Attorneys' Fees. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 12(m) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

(n) Further Assurances. Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

(o) Waiver of a Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

(p) Ethical Business Practices: No Procurement Process. In connection with the negotiation and performance of this Agreement, the City, on behalf of itself and its agents and representatives, represents, warrants, and covenants that they have complied will continue to comply with all applicable anti-corruption laws, rules, and regulations, including by using any payments provided by Customer solely for the purposes stated in this Agreement and not in any way, directly or indirectly, that would constitute bribery, an illegal kickback, an illegal campaign contribution, or would otherwise violate any applicable anti-corruption laws. If the City becomes aware of any violation or suspected violation of this subsection (p), it must provide prompt written notice to Customer and set forth the relevant facts and circumstances. City will, consistent with applicable Laws, cooperate with Customer in good faith to review any suspected violations of this subsection (p), including by providing reasonable access to relevant documentation. The performance any obligations under this Agreement does not require the Customer to submit any bid or otherwise participate in any procurement process of the City or to undertake any other obligations required by procurement laws and regulations of the City.

(q) Books and Records: Invoice Documentation. The City will keep and maintain complete and accurate records in connection with its performance under this Agreement and all fees and expenses charged to Customer and will retain these records for at least seven (7) years from their date of creation or for such period as may be required under applicable Laws. For clarity, this provision survives the termination of the Agreement. All City invoices must include sufficient detail and supporting documentation to substantiate all fees and expenses charged to Customer.

(r) Estoppel Certificate. At any time, and from time to time, either Party may deliver written notice to the other Party requesting that such other Party certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties;

(ii) this Agreement has not been amended or modified, or if amended or modified, a description of each such amendment or modification; (iii) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; and (iv) any other factual matters reasonably requested (an “Estoppel Certificate”). The City’s Community and Economic Development Director (the “Director”) or the Director’s authorized designee may execute, on behalf of the City, any Estoppel Certificate requested by Customer that is consistent with this Section 12(r).

(s) No Third-Party Beneficiaries. The only parties to this Agreement are the City and Customer. There are no third-party beneficiaries under this Agreement, and except for permitted assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

(t) Mandatory Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the US District Court for the Southern District of Ohio or, if such court does not have subject matter jurisdiction, the courts of the State of Ohio sitting in Miami County and any appellate court from any of them. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the US District Court for the Southern District of Ohio or, if such court does not have subject matter jurisdiction, any court of the State of Ohio with competent jurisdiction sitting in or with jurisdiction over Miami County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(u) Project Incentive Agreements. This Agreement is being considered alongside several other agreements between the City and the Customer (the “Project Incentive Agreements”). These Project Incentive Agreements include the Development Agreement, the Power Agreement, a TIF Agreement, and this Agreement.

[Signatures appear on following page]

IN WITNESS WHEREOF, the City and the Customer have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives, to be effective as of the Effective Date.

**CITY:**

CITY OF PIQUA, OHIO,  
a municipal corporation of the State of Ohio

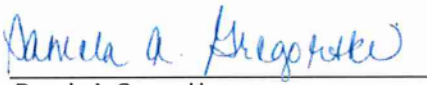
By:   
L. Paul Oberdorfer, City Manager

Approved as to form:

By:   
Jessica Stilner, Law Director

**CUSTOMER:**

J5 LLC d/b/a Shaytura LLC,  
a Delaware limited liability company

By:   
Name: Pamela A. Gregorski  
Title: President

**EXHIBIT A**

**PROPERTY**

July 10, 2025

607.656 ACRES

Situate in in the City of Piqua, County of Miami, State of Ohio. Being a tract of land that is in the Northeast, Northwest, Southeast and Southwest Quarters of Section 30, Town 6, Range 6 East and the Northeast and Northwest Quarters of Section 31, Town 6, Range 6 East, and being all of Inlot 9278 (P.N. N44-101822), Inlot 9279 (P.N. N44-101824), Inlot 9280 (P.N. N44101826), Inlot 9281 (P.N. N44-101828), Inlot 9282 (P.N. N44-101830), Inlot 9283 (P.N. N44101832), Inlot 9284 (P.N. N44-101834), Inlot 9285 (P.N. N44-10186), Inlot 9286 (P.N. N44101838), Inlot 9291 (P.N. N44-101844), Inlot 9292 (P.N. N44-101846), Inlot 9293 (P.N. N44101848), Part of Inlot 8463 (P.N. N44-078240), Part of Inlot 9219 (P.N. N44-101766) and Part of Inlot 9221 (P.N. N44-1011770), and bounded and described as follows:

**Beginning** at the centerline intersection of Farrington Road and Washington Road;

Thence, North 00°24'00" East with the centerline of Washington Road a distance of 2,662.18 feet to the intersection of the centerline of Washington Road and the centerline of Bausman Road;

Thence, North 00°27'10" East, continuing with the centerline of Washington Road a distance of 1,350.30 feet to an angle point in said centerline;

Thence, North 00°13'44" East, continuing with the centerline of Washington Road a distance of 1,309.52 feet to an angle point in said centerline;

Thence, North 00°38'00" East, continuing with the centerline of Washington Road a distance of 195.43 feet to an angle point in said centerline;

Thence, North 00°30'46" East, continuing with the centerline of Washington Road a distance of 462.91 feet to a northwest corner of said Inlot 9278;

Thence, with the north and west lines of said Inlot 9278 the following six (6) courses:

- 1) North 88°13'46" East a distance of 529.50 feet,
- 2) North 00°30'46" East a distance of 550.28 feet,
- 3) South 89°29'14" East a distance of 193.08 feet,
- 4) North 00°30'46" East a distance of 105.37 feet,
- 5) South 89°38'38" East a distance of 150.28 feet,

6) North  $00^{\circ}41'43''$  East a distance of 215.66 feet to the centerline of Drake Road and the north line of said Inlot 9278;

Thence, North  $76^{\circ}49'28''$  East, with the centerline of Drake Road and the north line of said Inlot 9278 a distance of 865.40 feet to an angle point in said centerline;

Thence, North  $77^{\circ}23'49''$  East, continuing with the centerline of Drake Road and the north line of said Inlot 9278 a distance of 945.25 feet to the northeast corner of said Inlot 9278;

Thence, South  $03^{\circ}18'54''$  West, with the east line of said Inlot 9278 a distance of 1,622.91 feet to the northwest corner of said Inlot 8463;

Thence, North  $89^{\circ}56'00''$  East, with the north line of said Inlot 8463 a distance of 1,130.94 feet to a corner of said Inlot 8463;

Thence, South  $01^{\circ}29'50''$  West, with an east line of said Inlot 8463 a distance of 550.06 feet to a corner of said Inlot 8463;

Thence, North  $89^{\circ}57'09''$  East, with a northerly line of said Inlot 8463 a distance of 382.98 feet to a point in said line of Inlot 8463;

Thence, South  $10^{\circ}25'39''$  East, with a line through said Inlot 8463 a distance of 988.08 feet to the north line of said Inlot 9219;

Thence, South  $09^{\circ}46'46''$  East, with a line through said Inlot 9219 a distance of 1,216.26 feet to an angle point;

Thence, South  $10^{\circ}38'41''$  East, continuing with a line through said Inlot 9219 a distance of 566.32 feet to the north line of said Inlot 9221;

Thence, South  $10^{\circ}14'03''$  East, with a line through said Inlot 9221 a distance of 1,901.72 feet to the centerline of Farrington Road and the south line of said Inlot 9221;

Thence, with the centerline of Farrington Road the following nine (9) courses:

- 1) North  $85^{\circ}40'30''$  West a distance of 1,203.17 feet,
- 2) Westwardly, along a curve to the left having a radius of 1,909.86 feet, an arc distance of 298.03 feet, the chord of which bears South  $89^{\circ}51'17''$  West a distance of 297.72 feet,
- 3) South  $85^{\circ}23'04''$  West a distance of 351.13 feet,
- 4) Westwardly, along a curve to the left having a radius of 881.47 feet, an arc distance of 309.16 feet, the chord of which bears South  $75^{\circ}20'12''$  West a distance of 307.58 feet,
- 5) South  $65^{\circ}17'20''$  West a distance of 295.21 feet,

- 6) Westwardly, along a curve to the right having a radius of 1,762.95 feet, an arc distance of 396.45 feet, the chord of which bears South 71°43'53" West a distance of 395.62 feet,
- 7) South 78°11'28" West a distance of 524.18 feet,
- 8) Westwardly, along a curve to the right having a radius of 3,807.50 feet, an arc distance of 578.88 feet, the chord of which bears South 82°32'48" West a distance of 578.33 feet,
- 9) South 86°55'58" West a distance of 1,046.68 feet to the **Point of Beginning**.

The herein described parcel contains 607.657 acres, more or less, which includes:

All of Inlot 9278 (75.413 acres +/-)  
All of Inlot 9279 (77.535 acres +/-)  
All of Inlot 9280 (10.100 acres +/-)  
All of Inlot 9281 (64.611 acres +/-)  
All of Inlot 9282 (8.501 acres +/-)  
All of Inlot 9283 (54.225 acres +/-)  
All of Inlot 9284 (30.750 acres +/-)  
All of Inlot 9285 (4.018 acres +/-)  
All of Inlot 9286 (4.675 acres +/-)  
All of Inlot 9291 (0.468 acres +/-)  
All of Inlot 9292 (29.799 acres +/-)  
All of Inlot 9293 (0.883 acres +/-)  
All of Inlot 9294 (1.500 acres +/-)  
Part of Inlot 8463 (51.120 acres +/-)  
Part of Inlot 9219 (76.731 acres +/-)  
Part of Inlot 9221 (117.331 acres +/-)

This description prepared by Barge Design Solutions Inc. 1370 Vanguard Boulevard, Miamisburg, Ohio 45342, based on information of public record and does not represent a boundary survey. Bearings shown hereon are assumed and used for angular measurement purposes only.

**EXHIBIT B**

**CAPACITY ALLOCATIONS**

1. Water Capacity Allocation. The Water capacity allocation for each Tier of the Project shall be as indicated in the tables below, (the "Water Capacity Allocation"), which Customer anticipates will become necessary in the following "Tiers": Tier I and Tier II (each, a "Tier" and collectively the "Tiers" of the Water Capacity Reservation). The anticipated schedule for construction of each Tier is indicated in the table below and Customer shall endeavor to provide advance notice to City of the commencement of the use of each Tier in accordance with Section 3(b) of the Agreement, other than Tier I, for which notice is hereby given.

Tier	Construction Completion Date	Description	Target PSI	Peak Flow Rate (GPM)	Cumulative Water Allocation per Day (GPD)	Cumulative Allocation per Year (GPY)*
I	Q3 2026	Construction and startup	50	500	500,000	50,000,000
II	Q3 2028	Domestic, Industrial and Fire Suppression ; Tier I	60-85	2,000 (operations) 625 (fire)	2,000,000 (operations) 300,000 (fire)	500,000,000

The amounts for Water Capacity Allocation are based on currently available information, and these amounts may vary from Customer's actual usage if Customer elects to proceed with the Project. The Parties understand that Customer's anticipated water usage may vary seasonally and with changes in temperature among other factors.

2. Wastewater Capacity Allocation. The Wastewater capacity allocation for each Tier of the Project shall be as indicated in the tables below,(the "Wastewater Capacity Reservation"), which Customer anticipates will become necessary in the following "Tiers": Tier I and Tier II (each, a "Tier" and collectively the "Tiers" of the Wastewater Capacity Allocation). The anticipated schedule for construction of each Tier is indicated in the table below and Customer shall endeavor to provide advance notice to City of the commencement of the use of each Tier in accordance with Section 3(b) of the Agreement, other than Tier I, for which notice is hereby given.

Tier	Construction Completion Date	Description	Peak Flow Rate (GPM)	Cumulative Discharge Allocation per Day (GPD)	[Cumulative Annual Discharge Volume (GPY)]
I	Q3 2026	Construction and startup	250	50,000	25,000,000
II	Q3 2028	Domestic, Industrial and Fire Suppression; Tier I	1,000 (operations)	1,000,000 (operations)	250,000,000

The amounts for Wastewater Capacity Allocation are based on currently available information, and these amounts may vary from Customer's actual usage if Customer elects to proceed with the Project.

## **EXHIBIT C**

### **WATER AND WASTEWATER IMPROVEMENTS**

**Tier I** (as described below and in general conformance with the depictions attached hereto, collectively, the "Water and Wastewater Improvements for Tier I"):

Water

#### **Scope 1: Water Distribution - Washington Road**

1. General description: New 4,600 LF 16-IN water main for the provision of potable water and fire protection to the Project.
2. Location: Waterline alignment along Washington Road from the intersection of Arrowhead to 5256 Washington Road.
3. Detailed Scope
  1. 4,600 LF of 16-IN water main. Open trench install.
  2. Designed and constructed, as much as feasible, in existing Rights of Way. TBD

**Tier II** (as described below and in general conformance with the depictions attached hereto, collectively, the "Water and Wastewater Improvements for Tier II"):

#### **Scope 1: Water Distribution - Stillwell Road**

1. General description: New 13,000 LF 16-IN water main for the provision of potable water and fire protection to the Project.
2. Location: Waterline alignment from intersection with Farrington Road along Stillwell Road to Robert M. Davis Parkway.
3. Detailed Scope
  1. 13,000 LF of 16-IN water main. Open trench install.
  2. Designed and constructed, as much as feasible, in existing Rights of Way.

#### **Scope 2: Water Distribution - Farrington Road**

1. General description: New 5,300 LF 16-IN water main for the provision of potable water and fire protection to the Project.
2. Location: Waterline alignment along Farrington Road from the intersection of Stillwell Road to Washington Road.
3. Detailed Scope

1. 5,300 LF of 16-IN water main. Open trench install.
2. Designed and constructed, as much as feasible, in existing Rights of Way. TBD

Scope 3: Water Distribution - Washington Road Tier II

1. General description: New 4,000 LF 16-IN water main for the provision of potable water and fire protection to the Project.
2. Location: Waterline alignment along Washington Road from the intersection of Farrington Road to 5256 Washington Road.
3. Detailed Scope
  1. 4,000 LF of 16-IN water main. Open trench install.
  2. Designed and constructed, as much as feasible, in existing Rights of Way. TBD

Scope 4: Water Distribution - Drake Road

1. General description: New 4,600 LF 20-IN water main for the provision of potable water and fire protection to the Project.
2. Location: Waterline alignment from Washington Road, through private land, along Drake Road.
3. Detailed Scope
  1. 4,600 LF of 20-IN water main. Open trench install.
  2. Designed and constructed, where feasible, in existing Rights of Way along with new easements, acquired by the City of Piqua.
  3. TBD

Scope 5: Water Storage - Farrington Road

1. General description: New 1.5 MG elevated water storage tank.
2. Location: Intersection of Farrington Road and Stillwell Road.
3. Detailed Scope
  1. 1,500,000 gal elevated storage tank.
  2. Controls, communication systems, and alarms, as required.
  3. Concrete foundation, grading, and site preparation.
  4. Designed and constructed, in new easements, acquired by the City of Piqua. TBD

Scope 6: Water Conveyance

1. General description: New 4.0 MGD water booster pump station.
2. Location: Drake Road.
3. Detailed Scope
  1. 4.0 MGD booster pump station and standby generator.
  2. Controls, communication systems, and alarms, as required.
  3. Designed and constructed, in new easements, acquired by the City of Piqua.
  4. Operations and maintenance at all times when the pump station is in use. TBD

Wastewater

Scope 7: Wastewater Collection - Drake Road

1. General description: New 5,900 LF 24-IN gravity sewer main for the provision of sanitary wastewater service to the Project.
2. Location: Sewer alignment on Drake Road to Hemm Road.
3. Detailed Scope
  1. 5,900 LF of 24-IN sewer. Open trench install.
  2. Designed and constructed, where feasible, in existing Rights of Way along with new easements, acquired by the City of Piqua. TBD

Scope 8: Wastewater Collection - Washington Road

1. General description: New 6,000 LF 24-IN gravity sewer main for the provision of sanitary wastewater service to the Project.
2. Location: Sewer alignment on Washington Road to Farrington Road.
3. Detailed Scope
  1. 6,000 LF of 24-IN gravity sewer. Open trench install.
  2. Designed and constructed, as much as feasible, in existing Rights of Way. TBD

**Table 1. Infrastructure Cost to be Funded by Customer**

<u>Water and Wastewater System Improvements</u>	<u>Delivery Date</u>	<u>Soft Costs (Design, Review, Property Acquisition, and Construction Management Fees)</u>	<u>Construction Costs [USD]</u>
<u>Tier I:</u>			
<u>Scope 1: Water Distribution - Washington Road</u>	<u>Q3 2026</u>	<u>\$386,300</u>	<u>\$2,200,000</u>
<u>Tier II:</u>			
<u>Scope 1: Water Distribution - Stillwell Road</u>	<u>Q3 2027</u>	<u>\$927,035</u>	<u>\$5,888,883</u>
<u>Scope 2: Water Distribution - Farrington Road</u>	<u>Q3 2027</u>	<u>\$409,358</u>	<u>\$2,333,310</u>
<u>Scope 3: Water Distribution - Washington Road Tier II</u>	<u>Q3 2027</u>	<u>\$323,003</u>	<u>\$1,777,760</u>

<u>Scope 4: Water Distribution - Drake Road</u>	<u>Q3 2027</u>	<u>\$349,840</u>	<u>\$2,000,000</u>
<u>Scope 5: Water Storage - Farrington Road</u>	<u>Q3 2029</u>	<u>\$1,713,000</u>	<u>\$12,600,000</u>
<u>Scope 6: Water Conveyance</u>	<u>Q3 2027</u>	<u>\$1,308,600</u>	<u>\$8,400,000</u>
<u>Scope 7: Wastewater Collection - Drake Road</u>	<u>Q3 2027</u>	<u>\$744,680</u>	<u>\$4,800,000</u>
<u>Scope 8: Wastewater Collection - Washington Road</u>	<u>Q3 2028</u>	<u>\$709,680</u>	<u>\$4,500,000</u>
<u>Total Cost</u>		<u>\$6,871,496</u>	<u>\$44,499,953</u>

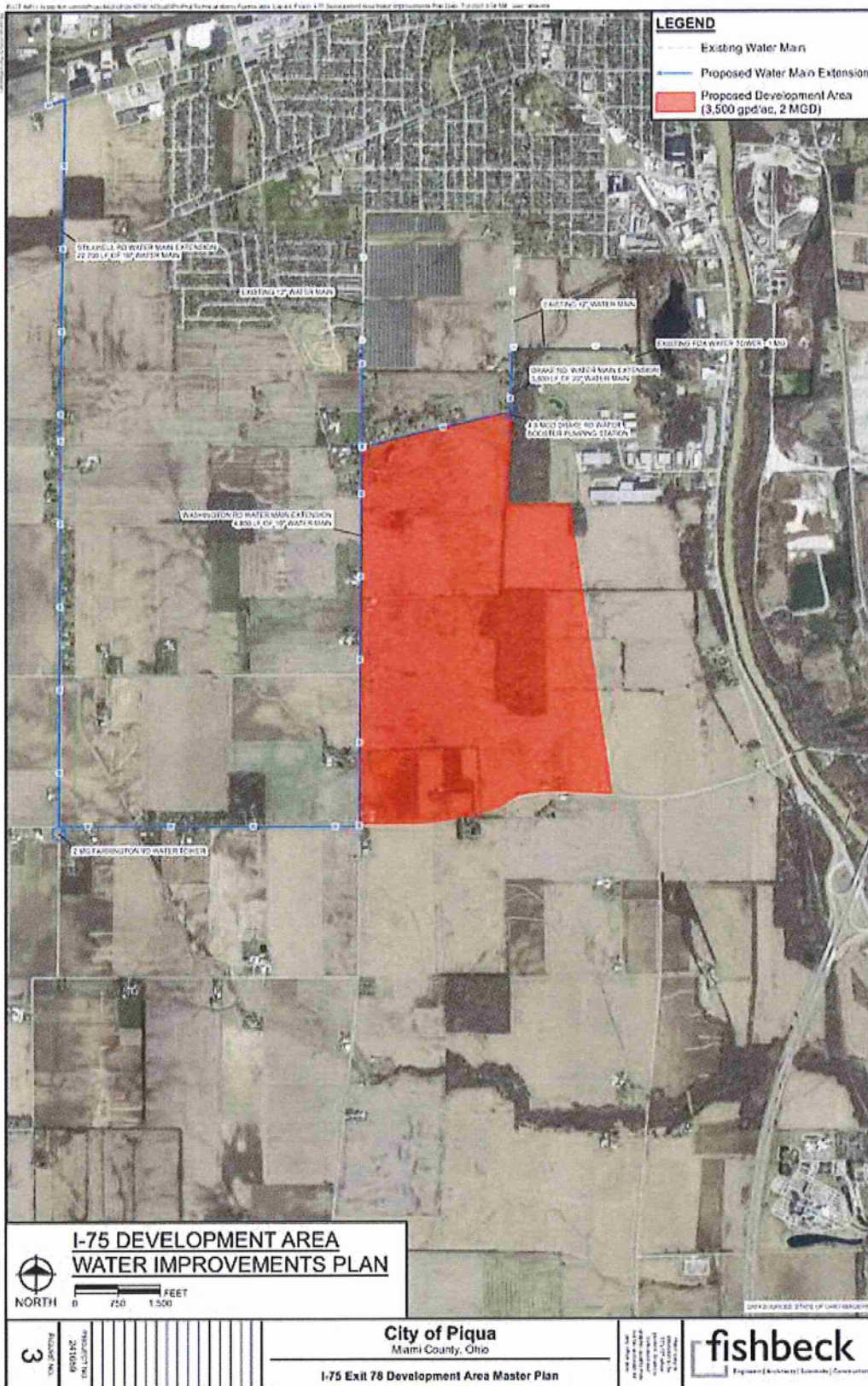
**Construction Schedule**

<b>Tier</b>	<b>Construction Completion Deadline</b>
I	Q3 2026
II	Q3 2028

**Depictions**

**Water and Wastewater Infrastructure Improvements**





**EXHIBIT D****EFFLUENT QUALITY LIMITS**

<b><u>Parameter</u></b>	<b><u>Limit (mg/L)</u></b>
<u>Arsenic</u>	<u>2.5</u>
<u>Cadmium</u>	<u>1.5</u>
<u>Chromium, Total</u>	<u>38.2</u>
<u>Chromium, Hex</u>	<u>6.0</u>
<u>Copper</u>	<u>50.2</u>
<u>Cyanide, Total</u>	<u>14.8</u>
<u>Cyanide, Free</u>	<u>11.9</u>
<u>Lead</u>	<u>14.4</u>
<u>Mercury</u>	<u>0.023</u>
<u>Molybdenum</u>	<u>10.0</u>
<u>Nickel</u>	<u>31.4</u>
<u>Selenium</u>	<u>2.7</u>
<u>Silver</u>	<u>1.2</u>
<u>Zinc</u>	<u>32.2</u>

Legal Approved

**EXHIBIT E**

**FEES and RATES**

## APPENDIX: WATER SUMMARY OF RATES AND FEES

### § 53.01 RATES WITHIN CITY.

(1) *Bracket One.* The first 1,000 gallons, or any part thereof, consumed per month.

Size of Meter	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
5/8-inch	\$ 28.23	\$ 28.23	\$ 28.23
3/4-inch	\$ 38.29	\$ 38.29	\$ 38.29
1-inch	\$ 50.25	\$ 50.25	\$ 50.25
1-1/2-inch	\$ 71.08	\$ 71.08	\$ 71.08
2-inch	\$ 177.58	\$ 177.58	\$ 177.58
3-inch	\$ 259.59	\$ 259.59	\$ 259.59
4-inch	\$ 432.70	\$ 432.70	\$ 432.70
6-inch	\$ 840.32	\$ 840.32	\$ 840.32
8-inch	\$ 1,472.01	\$ 1,472.01	\$ 1,472.01
10-inch	\$ 2,104.11	\$ 2,104.11	\$ 2,104.11
12-inch	\$ 2,736.01	\$ 2,736.01	\$ 2,736.01

(2) *Bracket Two.* Monthly charge for water in excess of 1,000 gallons, but not exceeding 25,000 gallons shall be \$10.40 per 1,000 gallons.

Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
\$ 10.40	\$ 10.40	\$ 10.40

(3) *Bracket Three.* Monthly charge for water in excess of 25,000 gallons, but not exceeding 250,000 gallons shall be \$7.34 per 1,000 gallons.

Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
\$7.34	\$7.34	\$7.34

(4) *Bracket Four.* Monthly charge for water in excess of 250,000 gallons, but not exceeding 1,000,000 gallons shall be \$6.50 per 1,000 gallons.

Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
\$6.50	\$6.50	\$6.50

(5) *Bracket Five.* Monthly charge for water in excess of 1,000,000 gallons, but not exceeding 3,000,000 gallons shall be \$5.75 per 1,000 gallons.

Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
\$5.75	\$5.75	\$5.75

(6) *Bracket Six.* Monthly charge for all water in excess of 3,000,000 gallons shall be \$5.17 per 1,000 gallons.

Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
\$5.17	\$5.17	\$5.17

(C) *Private fire service maintenance fees.*

Size of Tap	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
4-inch or less	\$31.16	\$31.16	\$31.16
6-inch	\$70.09	\$70.09	\$70.09
8-inch	\$90.15	\$90.15	\$90.15
10-inch	\$127.64	\$127.64	\$127.64
12-inch	\$155.49	\$155.49	\$155.49

**§ 53.06 WATER SERVICE AND METER INSPECTION FEES.**

(1) Service fees (including seasonal accounts).

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Water- Residential	\$ 25	\$ 25.75	\$ 26.52
Water- Commercial and Industrial	\$ 50	\$ 51.50	\$ 53.05

(2) Meter inspection fees.

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Water- Residential	\$ 50	\$ 52	\$ 53
Water- Commercial and Industrial	\$ 100	\$ 103	\$ 106

(B) Customer Specific Service Call. For all service calls outside normal duty hours, a charge will be made.

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Off hours service call	\$ 100.00	\$ 103.00	\$ 106.09

(C) Meter test fee. If a meter registers within the accuracy limits, a fee will be charged.

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Meter Test Fee	\$ 75	\$ 77	\$ 80

(F) Annual backflow recertification fee per device.

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Annual Backflow recertification fee	\$ 25.00	\$ 25.75	\$ 26.52

(G) Water Laboratory Outside Customer Testing Fees..

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Harmful Algae Bloom (HAB)	\$ 80.00	\$ 82.40	\$ 84.87
Algae-Total Microcystins-ADDA-Automated(OHIO EPA DES701.0-A)			
Total Coliform with OEPA Submission	Micro- Colilert-24(SM9) \$ 30.00	\$ 30.90	\$ 31.83

(H) Water Hydrant Meter Rentals

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Water Hydrant Meter Fee	\$ 100.00	\$ 103.00	\$ 106.09
Water Meter Hydrant Monthly Charge	\$ 20.00	\$ 20.60	\$ 21.22
Water Usage per 1,000 gallons	\$ 10.40	\$ 10.40	\$ 11.40
Refundable Deposit (Loss or damage)	\$ 1,500.00	\$ 1,545.00	\$ 1,591.35

(I) Water Haulers Fees. Fees are pre-paid at the Utility Business Office and station is located at WTP.

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Annual account charge	\$ 36.00	\$ 37.08	\$ 38.19
Water Usage per 1,000 gallons	\$ 11.00	\$ 11.33	\$ 11.67

**§ 53.07 NEW SERVICE.**

(A) The tap-in charge for a new services shall be according to the following schedule.

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Up to 1-inch	\$ 1,500.00	\$ 1,545.00	\$ 1,591.35
2-inch	\$ 4,000.00	\$ 4,120.00	\$ 4,243.60
4-inch	\$ 8,000.00	\$ 8,240.00	\$ 8,487.20
Greater than 6-inch	\$ 20,000.00	\$ 20,600.00	\$ 21,218.00

(D) The tap-in charge for fire service only shall be as follows.

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Up to 1-inch	\$ 1,500.00	\$ 1,545.00	\$ 1,591.35
2-inch	\$ 4,000.00	\$ 4,120.00	\$ 4,243.60
4-inch	\$ 8,000.00	\$ 8,240.00	\$ 8,487.20
Greater than 6-inch	\$ 20,000.00	\$ 20,600.00	\$ 21,218.00

## APPENDIX: SEWER FEES AND RATES SUMMARY

### § 51.46 PERMIT APPLICATION FEES.

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Up to 1-inch	\$ 1,500.00	\$ 1,545.00	\$ 1,591.35
2-inch	\$ 4,000.00	\$ 4,120.00	\$ 4,243.60
4-inch	\$ 8,000.00	\$ 8,240.00	\$ 8,487.20
Greater than 6-inch	\$ 20,000.00	\$ 20,600.00	\$ 21,218.00

\*Sewer Tap charges are based off of approved and permitted water tap size\*

### § 51.81 WASTEWATER SERVICE FEES.

(A) Base Charge per month - includes first 1,000 gallons:

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Base Charge	\$ 28.80	\$ 28.80	\$ 28.80

(B) Volume Charge (per 1,000 gallons) :

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Domestic Class	\$ 9.10	\$ 9.10	\$ 9.10
Commercial Class	\$ 8.63	\$ 8.63	\$ 8.63
Industrial Class			
First 1,000,000 gallons	\$ 7.33	\$ 7.33	\$ 7.33
Over 1,000,000 gallons	\$ 4.76	\$ 4.76	\$ 4.76
Septage Class	\$ 77.25	\$ 79.57	\$ 81.95
Biochemical oxygen demand per 100 lbs	\$ 32.77	\$ 32.77	\$ 32.77
Suspended solids per 100 lbs	\$ 35.48	\$ 35.48	\$ 35.48

(C) Industrial waste surveillance charge (per month):

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Industrial waste surveillance charge	\$ 260.00	\$ 267.80	\$ 275.83

(D) Septage key card purchase, upon account set up or if lost.

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Septage Access Key Card	\$ 11.00	\$ 12.00	\$ 13.00

(F) Customer Specific Service Call. For all service calls outside normal duty hours, a charge will be made.

	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Off hours service call	\$ 100.00	\$ 103.00	\$ 106.09

**ADDENDUM 1 TO WATER AND WASTEWATER AGREEMENT:  
INFRASTRUCTURE IMPROVEMENTS**

The Parties to that certain Water and Wastewater Agreement dated \_\_\_\_\_, 2025, (the “Agreement”) hereby append and incorporate this Addendum 1 into the Agreement to address infrastructure improvements necessary to serve the Project. As of \_\_\_\_\_, 2025, this Addendum is added to and forms a portion of the Agreement.

(a) Definitions. The following terms shall have the following meanings:

- 1) “Customer Representatives” means Customer’s employees, contractors, subcontractors, consultants, representatives, and agents.
- 2) “Construction Delay” means the City of Piqua has failed to meet a deadline set forth in the Construction Schedule (as defined below), or Customer has reasonably determined that the City of Piqua will fail to meet such a deadline.
- 3) “Construction Documents” means any and all contracts (including construction contracts), licenses, permits and insurance to which the City of Piqua is a party or carries in connection with the design and/or construction of the Water and Wastewater Improvements.
- 4) “The City of Piqua Representatives” means the City of Piqua’s employees, contractors, subcontractors, consultants, representatives, and agents retained or employed in connection with constructing the Water and Wastewater Improvements (as defined below).
- 5) “Force Majeure Event” means a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; explosions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; acts of a public enemy; war; riot; civil disturbances; insurrection; pandemics (including, but not limited to, COVID-19); market-wide strikes; market-wide labor disputes; vandalism or civil commotion; discovery of hazardous materials;; and acts of the United States of America or the State of Ohio.

(b) Water and Wastewater Improvements. The City of Piqua acknowledges that water and wastewater infrastructure capable of meeting the needs of the Project must exist and remain operational to allow for the successful development and operation of the Project, without which Customer would be unable to locate the Project on the Property. Promptly following the Effective Date, The City of Piqua shall commence and thereafter use diligent efforts to complete the design and construction of certain improvements to City of Piqua’s existing water and wastewater infrastructure (as such improvements are more particularly described on Exhibit C to the Agreement for the Water and Wastewater Improvements for Tier I and II, and are collectively the “Water and Wastewater Improvements”) in accordance with this Agreement, including the Construction Schedule.

(c) Construction. The City of Piqua shall, and shall cause the City of Piqua Representatives to, design and construct the Water and Wastewater Improvements: (i) in accordance with plans and specifications reasonably approved by Customer; (ii) in accordance with the timing and deadlines in the construction schedule set forth on Exhibit C or as the Parties may otherwise mutually agree to in writing from time to time (the “Construction Schedule”); (iii) in such a manner as to maintain harmonious labor relations and as not to interfere with or delay any work on the Project to be performed by Customer or Customer Representatives; and (iv) in such a manner that Customer and Customer Representatives shall have reasonable vehicular and pedestrian access to the Property via public right of way or any easements of record at all times. The City of Piqua shall, and shall cause the City of Piqua Representatives to, act in a commercially reasonable manner and endeavor in good faith to ensure the timely progression of

construction of the Water and Wastewater Improvements. The City of Piqua shall deliver to Customer regular updates (not less than biweekly or more often upon request of Customer) regarding the progress of and schedule for completion of the Water and Wastewater Improvements, including whether the City of Piqua anticipates any delays, whether caused by weather conditions, Force Majeure Events, or any other circumstances. For the avoidance of doubt, The City of Piqua agrees that completion of the Water and Wastewater Improvements, or any portion thereof, shall not be a condition to submittal or approval of construction plans, building permits, certificate(s) of occupancy, the plat for the Property or any other approval required for the Customer to begin or complete construction on the Property, and Customer may submit such plans and applications at any time and from time to time.

(d) Force Majeure. If due to the occurrence of a Force Majeure Event a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended by one (1) day for each day of such Force Majeure Event; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. If any Force Majeure Event interferes with the performance by a Party hereunder, such Party shall notify the other Party in writing within ten (10) business days after becoming aware of the Force Majeure Event, provided, however, that only one notice is necessary in the case of a continuing delay.

(e) Extraordinary Measures. If a Construction Delay occurs, then Customer may, in its sole discretion, direct the City of Piqua to take any additional measures to expedite the progress of the work, ("Extraordinary Measures"), in which case the City of Piqua shall undertake such Extraordinary Measures if operationally feasible. Extraordinary Measures may include without limitation, the City of Piqua taking one or more of the following corrective measures to expedite the progress of the work, including (i) working additional shifts or overtime, and, (ii) supplying additional manpower, equipment and facilities and (iii) taking similar measures. The City of Piqua shall ensure that it has the right to take reasonable Extraordinary Measures (including, at least, those described in the preceding sentence) under the Construction Documents and shall include such Extraordinary Measures in its advertisement for a bid for construction of all or any portion of the Water and Wastewater Improvements. Extraordinary Measures shall continue until the progress of the construction of the Water and Wastewater Improvements is in accordance with or ahead of the Construction Schedule. Extraordinary Measures will not apply to circumstances outside of the control of the City and which were not reasonably foreseeable, such as material supply issues incurred by third-party contractors. The City of Piqua shall cooperate with Customer in good faith to cause the commencement, progress and completion of the Water and Wastewater Improvements by the dates set forth in the Construction Schedule.

(f) Bid and Construction Documents Review. From and after the Effective Date, prior to advertising for bid any portion of the Water and Wastewater Improvements, the City of Piqua shall provide to the Customer a complete copy of the bid documents to be advertised, which the Customer shall review and provide any comments to within a commercially reasonable period of time. The City of Piqua shall deliver to the Customer all proposed or previously executed contracts for design of the Water and Wastewater Improvements as well as bids received for the construction of the Water and Wastewater Improvements (collectively, the "Infrastructure Improvement Bids") and Construction Documents promptly following the City of Piqua's receipt thereof. The City of Piqua shall not award any Infrastructure Improvement Bids or enter into any Construction Documents before obtaining the Customer's written approval thereof, which Infrastructure Improvement Bids of Construction Documents the Customer shall review within a commercially reasonable time following the Customer's receipt thereof. The City of Piqua shall cause any Construction Documents relating to work performed on the Property to require the contractor thereunder to list Customer as an additional insured on its commercial general liability insurance policies and provide a certificate to Customer evidencing the same prior to

entering on the Property. Except for change orders valued below the Change Order Threshold set forth immediately below, the City of Piqua shall not amend or modify any Construction Documents without obtaining the Customer's prior written approval. In addition, the City of Piqua shall notify the Customer of any request for a change order from a contractor or professional service provider related to the Water and Wastewater Improvements within five (5) Business Days following the City of Piqua's receipt of such request for change order, and the City of Piqua shall obtain written approval of the Customer prior to the City of Piqua converting such request for a change order into an actual change order that increases the applicable contract amount in the aggregate (with all other approved change order requests for the applicable contract) by more than the lesser of One Hundred Thousand Dollars (\$100,000.00) or ten percent (10%) of the original amount ("Change Order Threshold"), which approval will not be unreasonably withheld. The Change Order Threshold shall apply to any type of Construction Costs, whether Hard Costs or Soft Costs (as each of those terms are defined below). For any change order request that requires the Customer's written approval under this Section, the Customer shall review any such change order request within fourteen (14) days after receiving both (i) the City's request for such approval, and (ii) the supporting documentation for the change order request. For any change order request that does not require the Customer's written approval under this Section, the City shall give notice to Customer of the value of such change order (whether it is an additive or deductive change order) within 30 days of its execution. Within thirty (30) days following either (i) written approval for any change order request that requires the Customer's written approval under this Section or (ii) notice to Customer for any change order request that does not require the Customer's written approval under this Section, the Company shall deposit the amount required to satisfy the change order request into the Escrow Account (as defined below) if the Escrow Account at that time does not already contain funds sufficient for such amount.

(g) Water and Wastewater Improvements Escrow. The Customer shall pay for the reasonable costs incurred by the City in constructing the Water and Wastewater Improvements in accordance with this Agreement that are (i) hard construction costs ("Hard Costs"), or (ii) permit fees and third-party engineering and design costs, review fees, property acquisition fees, and construction management (including construction engineering and construction observation costs) ("Soft Costs" and, together with Hard Costs, "Construction Costs").

Within ninety (90) days of execution of this Agreement, the Parties shall establish an escrow account to be held by a financial institution or title agency ("Escrow Agent") agreed to by the Parties (the "Escrow Account"). The Parties understand that in order to establish the Escrow Account they will need to enter into a separate agreement with the Escrow Agent and hereby agree to work cooperatively with each other to reach such agreement. As a condition precedent for the City to solicit bids to construct any of the enumerated Scopes identified in Tier I and Tier II in Table 1 of Exhibit C (each a "Scope"), the Customer shall deposit funds into the Escrow Account in accordance with the terms set forth in this Section.

Within thirty (30) days of establishing the Escrow Account, the Customer shall deposit \$6,871,496.00 into the Escrow Account for Soft Costs that have been or will be incurred by the City. The total Soft Costs eligible for reimbursement from the Escrow Account pursuant to a Disbursement Request (defined below) shall not exceed \$6,871,496 without the written approval of the Customer (the "Soft Cost Limit").

For each Scope (or any part thereof), the Customer shall issue a written notice to proceed to the City (each a "Notice to Proceed"). Upon receiving a Notice to Proceed for a Scope (or any part thereof), the City shall begin the bidding process for the work associated with the applicable Scope (or any part thereof). Thereafter, within sixty (60) days after the opening of bids for any such Scope (or any part thereof), and before the time that the City awards the bid for that particular Scope (or any part

thereof) in accordance with its normal procedures, the Customer shall deposit into the Escrow Account an amount equal to the actual bid award amount for that Scope (or any part thereof). The Customer may issue a Notice to Proceed for any number of Scopes at the same time (in which case the Customer's obligation to deposit funds into the Escrow Account under the terms of this Section shall apply to each such Scope, or portion thereof, identified in the Notice to Proceed).

Except as otherwise set forth herein, the funds in the Escrow Account shall be used exclusively for the purpose of paying or reimbursing the City for the Construction Costs for the Water and Wastewater Improvements. Prior to withdrawing any funds from the Escrow Account, the City shall: (i) submit to Customer's designated representative a disbursement request for the Construction Costs in the form attached hereto as Exhibit A to Addendum 1 along with supporting documentation (each a "Disbursement Request") and (ii) obtain Customer's approval for the disbursement. Upon receiving a Disbursement Request, Customer shall within thirty (30) days review the Disbursement Request and determine any amount approved for disbursement, with such approval not to be unreasonably withheld. Each Disbursement Request shall include all invoices to the City and any other supporting documentation reasonably requested by the Customer. A Disbursement Request shall not be considered complete until all such documentation has been provided to the Customer by the City. Any amount approved by Customer upon review of a Disbursement Request may thereafter be withdrawn from the Escrow Account and paid to the City. The Construction Costs eligible for approval pursuant to a Disbursement Request shall exclude any costs in excess of the contract prices set forth in the applicable Construction Documents, except insofar as a particular Construction Document may be amended by any change order that has been approved by the Customer or is otherwise permitted under the terms of this Section. A Disbursement Request may include Soft Costs, in which case the total Soft Costs eligible for approval pursuant to a Disbursement Request shall not exceed in the aggregate the Soft Cost Limit. The City shall separately identify the amount of any Soft Costs included in a Disbursement Request.

The Customer shall be responsible for all fees charged by the Escrow Agent. At completion of all Water and Wastewater Improvements, the Escrow Agent shall return any of the remaining money in the Escrow Account to the Customer.

If Customer terminates this Agreement for any reason other than a default by the City of Piqua, (1) the City of Piqua shall, within two (2) Business Days of such termination, cease all work and cancel all contracts relating to the Water Improvements, and (2) Customer's obligation to reimburse the City of Piqua under this Section (f) shall survive such termination with respect to Construction Costs that have been incurred by the City of Piqua prior to or as a result of such cancellation.

(h) Underpayment or Overpayment Amount. Within ninety (90) days after the completion of the construction of the Water and Wastewater Improvements, the City shall certify the final completion of the work in accordance with the Water and Wastewater Improvements and/or certify a list of any deviations from the Water and Wastewater Improvements, and provide to the Company with an itemized accounting of the final costs and expenses for the Water and Wastewater Improvements (the "Total Cost") with supporting documentation available upon request (the "Itemized Accounting Statement"). The Total Cost shall include, subject to the Soft Cost Limit, only the reasonable and actually incurred costs of the City to design and construct, or cause the design and construction of, the Water and Wastewater Improvements.

If the Total Cost as set forth in the Itemized Accounting Statement is less than the sum of the Company's reimbursement contribution towards all Construction Costs as outlined in Table 1 of Exhibit C (with any such difference referred to herein as the "Overpayment Amount"), the City shall pay to the Company an amount equal to the Overpayment Amount within sixty (60) days after the date the City delivers the Itemized Accounting Statement to the Company under this Section.

If the Total Costs as set forth in the Itemized Accounting Statement exceed the sum of the Company's reimbursement contribution towards all Constructions Costs as outlined in Table 1 of Exhibit C (with any such difference referred to herein as the "Underpayment Amount"), the Company shall pay, or cause to be paid, to the City an amount equal to the Underpayment Amount within sixty (60) days after the City delivers the Itemized Accounting Statement to the Company under this Section.

If for any reason the Parties do not agree on the calculation of the Overpayment Amount or Underpayment Amount, as may be applicable, the Parties shall work together in good faith to resolve their differences regarding any such calculation during the sixty (60) day period after the City delivers the Itemized Accounting Statement to the Company.

(i) To the best of the City of Piqua's knowledge and belief, all of the properties within which Water and Wastewater Improvements are to be constructed are free of soil and ground water contamination.

[Signatures appear on following page]

**CITY:**

CITY OF PIQUA, OHIO,  
a municipal corporation of the State of Ohio

By:   
L. Paul Oberdorfer, City Manager

Approved as to form:

Jessica Stiltner  
Law Director

By:   
Jessica Stiltner, Law Director

**CUSTOMER:**

J5 LLC d/b/a Shaytura LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A TO ADDENDUM 1**

**FORM OF  
DISBURSEMENT REQUEST**

Date: \_\_\_\_\_, 202\_  
To: J5 LLC d/b/a Shaytura LLC  
From: City of Piqua

Re: Disbursement Request No. \_\_\_\_\_ for Construction Costs of Water and Wastewater Improvements (this "Disbursement Request")

J5 LLC d/b/a Shaytura LLC ("J5") and the City of Piqua ("the City") are parties to that certain Water and Wastewater Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meaning given in the Agreement. This Disbursement Request is given pursuant to the Agreement.

1. The City hereby requests disbursement from the Escrow Account in the amount of \$\_\_\_\_\_. This request includes \$\_\_\_\_\_ in Soft Costs.
2. The proposed date for the requested disbursement is [\_\_\_\_\_, 202\_].
3. Attached hereto is the scope of work, invoice or other similar documents that details the work that will be or has been completed in connection with the requested disbursement.
4. J5 shall have thirty (30) days to review this Disbursement Request. If additional information is reasonably required to review this Disbursement Request, J5 may request such additional information from the City, in which case J5 shall have thirty (30) days review this Disbursement Request from the date that such additional information is provided by the City.
5. Any amount of this Disbursement Request approved by J5 shall be eligible for disbursement to the City from the Escrow Account.

**Requested by City of Piqua**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved by J5 LLC d/b/a Shaytura LLC:**

**Amount Approved:** \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Legal Approved