Legal Approved

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of January 23, 2026 ("Effective Date") by and between the City of Piqua, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter, with its main offices located at 201 W Water St, Piqua, OH 45356 (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, the "Company"). The City and the Company are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

RECITALS

WHEREAS, the Company has acquired or intends to acquire the real property described on Exhibit A attached hereto (the "Property"), and has proposed to establish, but is not obligated to establish, on the Property a multi-year, large-scale project that may include multiple phases extending over a period of years with the uses 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, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators and batteries), and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features (each a "Data Center"), as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenances located on, adjacent or near the Property that are reasonably related to the data center(s) (each an "Ancillary Building" and collectively with the Data Centers, the "Project"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Company anticipates that the Project will require a substantial, long-term commitment of capital and resources of the Company, 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 the Company and the City. The Company is unwilling to risk such capital and resources without sufficient assurances from the City that among other things, (i) the Property has been adequately entitled and zoned to permit the development and operation of the Project, (ii) all required permits, approvals and entitlements for the Project have been or will be timely granted in accordance with the Applicable Rules (as defined below), (iii) all necessary public infrastructure, including the Road Reconstruction Improvements (as defined below), will be available to facilitate and support the development and operation of the Project, (iv) the Applicable Rules (as defined below) in effect as of the Effective Date will remain unchanged with respect to the Property and the Project, and (v) the City is committed to facilitate and assist the Company in the development and operation of the Project in accordance with the terms of this Agreement; and

WHEREAS, the Company and the City wish to enter into this Agreement to obtain and provide assurances and agreements from each other before deciding to invest substantial Company and City resources related to the Project; and

WHEREAS, the City has agreed to provide certain local economic development incentives to support the Project, including (1) by adding the Property to an existing community reinvestment area, titled Community Reinvestment Area III (the "CRA"), which was created prior to July 1, 1994 and provides for a 100%, 15-year real property tax exemption for each non-retail commercial or industrial structure constructed in the CRA with a value in excess of $100,000 (each a "CRA Exemption") pursuant to Resolution No. C-9755 adopted by the City on November 16, 1992, and as amended by Resolution No. 79-25 adopted by the City on June 17, 2025 to include the Property within the CRA (collectively, the "Pre-94 CRA Legislation"); and (2) a 30-year, 100% tax increment financing real property tax exemption (the "TIF Exemption") for each parcel of the Property, pursuant to a Tax Increment Financing Agreement between the Parties, dated January 23, 2026 (the "TIF Agreement", or collectively with the inclusion of the Property under the Pre-94 CRA Legislation, the "Project Incentives"); and

WHEREAS, the Property, which was annexed to the City on or about January 28, 2025 and May 20, 2025, is located entirely within the City, and all parcels comprising the Property have the IH Heavy Industrial zoning designation, which is suitable for the Project and its development and operation; and

WHEREAS, funding for the Road Reconstruction Improvements may be available from the State of Ohio through a Roadwork Development (629) Grant (the "Roadwork Development Grant"), which may provide reimbursement to the City, as an eligible grantee, for a certain percentage of eligible roadwork costs, up to a cap established by the Roadwork Development Grant (the "Roadwork Grant Funds"); and

WHEREAS, the Parties anticipate that the development of the Project will create jobs and otherwise stimulate economic growth in the City, and after careful review and deliberation, the City has determined that it is in the City's best interest and in the public interest of its citizens to enter into this Agreement to provide certain assurances to the Company and the Project to induce the Company to develop the Project on the Property.

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 the Company hereby agree as follows:

ARTICLE I
DEFINITIONS

I.1 "Anything of Value" includes, but is not limited to, money, cash or a cash equivalent (including "grease", "expediting" or facilitation payments), discounts, rebates, gifts, meals, entertainment, hospitality, charitable contributions, sponsorships, use of materials, facilities or equipment, transportation, lodging, or promise of employment.

I.2 "Applicable Rules" means all of the rules, laws, regulations, ordinances and official policies of the City in force and effect as of the Effective Date, including the Zoning Ordinance and the code and the restrictions set forth in the Project Approvals.

I.3 "City Commission" means the City commission and the legislative body of the City.

I.4 "Construction Documents" means any and all contracts (including construction contracts), licenses, permits and insurance to which the City is a party or carries in connection with the design and/or construction of the Road Reconstruction Improvements.

I.5 "Existing Zoning" means the City's IH Heavy Industrial zoning designation.

I.6 "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.

I.7 "Government Authority" means any multinational, national, regional, or local government, governmental or public department, court, commission, board, bureau, agency, ministry, university, political party, or other governmental instrumentality, public international organization, or subdivision, agent, commission, board, or authority of any of the foregoing.

I.8 "Government Official" means any official or employee (or relative or household member thereof), or agent of a Government Authority; members of royal families; or candidates for political office.

I.9 "Mortgage" means a mortgage, deed of trust, sale and leaseback or other form of secured financing.

I.10 "Mortgagee" means the holder of a Mortgage.

I.11 "Project Approvals" means the permits, approvals, reviews and other actions set forth on Exhibit B hereto.

I.12 "Taxes" means any and all taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding, charges and fees.

I.13 "Water and Wastewater Agreement" means that certain Water and Wastewater Agreement between the Company and the City, dated January 23, 2026, pursuant to which the City agrees to provide water and sewer services to the Project, all as more particularly described therein.

I.14 "Zoning Ordinance" means that certain portion of the City of Piqua Code of Ordinances under "Title XV: Land Use" also referred to as the "Piqua Development Code" adopted by Ordinance O-2-23 on April 18, 2023.

ARTICLE II
CITY PROCEDURES AND ACTIONS

II.1 City Commission Approval of the Agreement. The City Commission, after conducting a duly-noticed public meeting in accordance with all Applicable Rules, adopted Resolution No. R-114-25 on November 3, 2025, effective immediately upon adoption, which resolution (i) confirmed the City Commission's approval of this Agreement and the City Commission's finding that the provisions of this Agreement are consistent with the Applicable Rules, and (ii) authorized the execution of this Agreement.

II.2 City Commission Approval of the Project Incentives. The City Commission, after conducting a duly-noticed public meeting in accordance with all Applicable Rules, adopted: (i) Resolution No. R-79-25 on June 17, 2025, which added the Property to the area of the CRA under the Pre-94 CRA Legislation, and (ii) Ordinance No. O-18-25 on November 3, 2025, which approved the TIF Exemption and authorized the execution of the TIF Agreement. The Company's obligations under the TIF Agreement include the obligation to make service payments in lieu of taxes, and if applicable, minimum services payments, under the terms and conditions set forth in the TIF Agreement.

ARTICLE III
REPRESENTATIONS

III.1 General Representations of the City. The City represents and warrants that as of the Effective Date: (i) the City has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) this Agreement is a valid and binding obligation, enforceable against the City in accordance with its terms; (iii) entering into this Agreement does not conflict with any other agreement entered into by the City, and (iv) the execution and delivery of this Agreement by the City has been validly authorized by all necessary governmental or other action by the City.

III.2 General Representations of the Company. The Company hereby represents and warrants that as of the Effective Date: (i) the Company has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) this Agreement is a valid and binding obligation, enforceable against the Company in accordance with its terms, (iii) entering into this Agreement does not conflict with any other agreement entered into by the Company, and (iv) the execution and delivery of this Agreement by the Company has been duly and validly authorized by all necessary corporate action by the Company.

III.3 Payment of Non-Exempt Taxes.

A. The Company shall pay such real property taxes as are not exempted by the Project Incentives and are charged against the Project and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, and such failure is not corrected within ninety (90) days after the Company's receipt of written notice thereof from the City, the Project Incentives granted are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. Nothing in this Agreement restricts or limits the Company's right to contest the valuation of the Project or the Project Site under Ohio Revised Code Sections 5715.13 and 5715.19 or to contest any other Ohio State and local tax matters.

ARTICLE IV
TAXES AND PAYMENTS

IV.1 Taxes. The City agrees that during the Term, City staff shall not recommend or support any new taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding, charges and, or fees (collectively "Taxes") that are applicable solely to the Project or Property (or charged solely against the Project or Property) without the written consent of the Company. The Company shall have the right, to the extent permitted by law, to protest, oppose, and vote against any and all Taxes.

IV.2 Tax Abatement. Pursuant to Resolution R-79-25, adopted by the City on June 17, 2025, which amends Resolution No. C-9755, adopted by the City on November 16, 1992 (collectively the "Pre-94 CRA Legislation"), the Property is located within the City's Pre-1994 community reinvestment area (the "CRA"), which establishes a 100%, 15-year tax abatement for each building constructed as part of the Project (each a "CRA Exemption").

IV.3 Payment in Lieu of Taxes.

A. In consideration of the benefits conferred upon the Company by this Agreement and the Pre-94 CRA Legislation and for other good and valuable consideration, the Company shall make an annual payment in lieu of taxes ("PILOT") to the City for any tax year in which at least one Building of the Project satisfies the PILOT Building Trigger (as such terms are defined below), with the amount of the PILOT equaling:

(i) In tax years 1 through 5 after the PILOT Building Trigger is first satisfied for any Building: seven hundred and thirty-five thousand dollars ($735,000) per Building that satisfies the PILOT Building Trigger in the applicable tax year;

(ii) In tax years 6 through 20 after the PILOT Building Trigger is first satisfied for any Building, the greater of: (i) seven hundred and thirty-five thousand dollars ($735,000) per Building that satisfies the PILOT Building Trigger in the applicable tax year or (ii) one million four hundred and seventy thousand dollars ($1,470,000);

(iii) In tax years 21 or later after the PILOT Building Trigger is first satisfied for any Building: seven hundred and thirty-five thousand dollars ($735,000) per Building that satisfies the PILOT Building Trigger for the applicable tax year.

The PILOT amounts set forth above shall be subject to (i) the CPI Adjustment (defined below) and (ii) the Square Footage Adjustment (defined below), if either are applicable. A "Building" shall refer to each Data Center building located on the Property that is primarily used to house and operate server equipment and other equipment commonly associated with a Data Center and is at least 100,000 square feet (as determined by the Miami County Auditor). If a Building exceeds 350,000 square feet (as determined by the Miami County Auditor) any additional square footage of that Building shall be used in calculating the Square Footage Adjustment. The Company intends that any structures that it builds on the Property intended primarily to house and operate server equipment and other equipment commonly associated with a Data Center shall be Buildings that are at least 100,000 square feet (as determined by the Miami County Auditor). Ancillary Buildings and structures supportive of any Building and its operation as a Data Center may be developed on the Property and such Ancillary Buildings and structures shall not count for purposes of calculating the PILOT. The trigger for the payment of the PILOT (the "PILOT Building Trigger") shall be satisfied for a Building for any tax year in which that Building is subject to the CRA Exemption.

The PILOT obligation shall begin for each Building the first tax year for which the PILOT Building Trigger for that Building is satisfied (the "PILOT Commencement Year") and end for each Building with the first tax year for which the PILOT Building Trigger for that Building is no longer satisfied. For the avoidance of doubt, no PILOT shall be owed for any Building unless that Building satisfies the PILOT Building Trigger for the applicable tax year. In addition, the PILOT obligation shall not apply for any tax year in which (i) no Building on the Property is subject to the CRA Exemption or (ii) the building(s) on the Property subject to the CRA Exemption do not qualify as a Building or otherwise do not satisfy the PILOT Building Trigger. By way of example only, and without otherwise modifying the terms herein, if two Buildings each separately satisfy the PILOT Building Trigger in a given tax year, the PILOT owed by the Company for that tax year would equal one million four hundred seventy thousand dollars ($1,470,000) subject to, if either are applicable, the CPI Adjustment and Square Footage Adjustment (each as defined below).

Beginning with the first calendar year after the PILOT Commencement Year for any Building, the amount of the PILOT payment hereunder shall be adjusted annually on the anniversary of the

Effective Date of this Agreement (each a "CPI Adjustment Date") by the percentage increase during the prior calendar year in the Consumer Price Index for All Urban Consumers, Midwest Region, or if such index ceases to be published, another index mutually agreed to by the Parties that most closely approximates such index ("CPI Adjustment"), with the amount of the CPI Adjustment for any year not to exceed 3%. Each CPI Adjustment shall only apply to any PILOT payments owed by the Company after the applicable CPI Adjustment Date (exclusive of any extensions to the payment date as may be applicable under Section 4.3(B)).

In the event that any Building which satisfies the PILOT Building Trigger in the applicable tax year exceeds 350,000 square feet (as determined by the Miami County Auditor), the PILOT amount for that Building shall be increased by one dollar and eighty cents per square foot ($1.80/sq. ft.) for each square foot of that Building in excess of 350,000 square feet (the "Square Footage Adjustment"). By way of example only, and without otherwise modifying the terms herein, if three Buildings each separately satisfy the PILOT Building Trigger in a given tax year with one Building at 400,000 square feet and the other two Buildings each at 300,000 square feet (as determined by the Miami County Auditor), the PILOT owed by the Company for that tax year would equal two million two hundred ninety-five thousand dollars ($2,295,000), with that amount calculated as follows [($735,000 x 3) + (50,000 x 1.80) = $2,295,000] and subject to, if applicable, the CPI Adjustment.

The CPI Adjustment and Square Footage Adjustment shall only apply to a Building that is subject to the PILOT Building Trigger in the applicable tax year.

B. Unless otherwise agreed in writing by the Company and the City, the Company shall pay each PILOT to the City no later than March 31 of the calendar year immediately following the tax year for which a PILOT is owed by the Company under this Section 4.3, provided that the City delivers to the Company an invoice for the PILOT no later than thirty (30) days before that March 31 date. For example, if the first Building satisfies the PILOT Building Trigger in tax year 2030 (i.e., tax lien date of January 1, 2030), the Company would be required to make the first PILOT no later than March 31, 2031, provided that the City delivers an invoice to the Company at least 30 days in advance of that date. Failure by the City to provide the Company with a timely invoice for the PILOT shall not excuse the Company's obligation to make the PILOT for the applicable tax year, but shall extend the due date for that PILOT to and until thirty (30) days after the date on which the Company receives the invoice. The City shall deliver the invoice to the Company in accordance with Section 11.3 of this Agreement and shall provide a copy of the invoice by email to the following recipient, or such other recipient as the Company may subsequently identify: (sjziance@vorys.com).

4.4 Maintenance of CRA Exemption. During the Term of this Agreement and in consideration for the Company's agreement to pay the PILOT as set forth in Section 4.3, the City agrees that, subject to the Pre-94 CRA Legislation, Ohio Revised Code Chapter 3735 and all other applicable laws, rules, and regulations that apply to the CRA Exemption for the Property (i) the CRA Exemption shall be available for the Project, subject to the Pre-94 CRA Legislation, (ii) the City shall not rescind, withdraw, amend or otherwise modify the Pre-94 CRA Legislation in any way that would limit the availability or scope of the CRA Exemption with respect to the

Project, (iii) the City shall not refuse to accept, or instruct the City's housing officer to refuse to accept, any application to receive the CRA Exemption from the Company, or any of its successors or permitted assigns, with respect to the Project; and (iv) the City's housing officer will promptly certify to the Miami County Auditor the CRA Exemption upon receipt of each application to receive the CRA Exemption from the Company, or any of its successors or permitted assigns, with respect to the Project. The Parties acknowledge that the Company may rely on the CRA Exemption to develop and construct the Project, with each new building on the Property eligible to separately qualify for the CRA Exemption under the terms set forth in the Pre-94 CRA Legislation. The Company agrees to comply with all terms and conditions of the Pre-94 CRA Legislation, this Agreement, Ohio Revised Code Chapter 3735 and all other applicable laws, rules, and regulations that apply to the CRA Exemption, in order to ensure that the CRA Exemption applies to the Project and, once applicable, remains in full force and effect.

If the Company does not materially comply with the terms of this Agreement and fails to cure any such default within the notice-and-cure period specified in Section 10.1, the Company shall either (A) voluntarily terminate the CRA by filing written consent to a DTE 24 form and filing it with the Tax Commissioner pursuant to the Ohio Revised Code Section 5709.911 or (B) waive any objection under this Agreement to the City amending its Pre-94 CRA Legislation to remove the Property from the CRA.. In the event the Company proceeds with (A), the City shall file a notice filing pursuant to Ohio Revised Code Section 5709.911.

4.5 One-Time Fee. The Company shall pay a single, one-time fee to the City for its execution of this Agreement in the amount of two hundred thousand dollars ($200,000), with such fee due sixty (60) days after the Effective Date and paid by wire transfer or any other means agreed to by the Parties. The fee received hereunder by the City shall be deposited in the General Fund and may be used for any lawful purpose.

ARTICLE V
ENTITLEMENTS

V.1 Entitlement to Develop. As set forth in Exhibit B, certain actions have been or will be taken by the City (whether by City staff or any board or commission) to authorize the Project (collectively, the "Project Approvals"). As of the Effective Date, subject to the Company's compliance with the requirements of the Project Approvals, no rule, regulation, ordinance or official policy of the City prohibits or prevents the completion, operation and occupancy of the Project in accordance with the uses, densities, designs, heights, set back requirements, signage regulations and requirements, permitted demolition and other development entitlements incorporated in the Project Approvals. The Property has been, or will be, zoned IH Heavy Industrial, which expressly permits the anticipated operations of the Project, including the operation of a Data Center. The Company has the right to develop the Project under the Applicable Rules, subject to the terms and conditions of the Applicable Rules and Project Approvals. The Company may remodel, renovate, rehabilitate, rebuild, or replace the Project or any portion thereof (including without limitation, replenish any equipment used in operating the Project) throughout the Term subject to the Applicable Rules and, if applicable, any Project Approvals. To the extent that all or any portion of the Project is remodeled, renovated,

rehabilitated, rebuilt, or replaced, the Company may locate that portion of the Project at any other location of the Property, subject to the Applicable Rules and, if applicable, any Project Approvals. Any modification, amendments, or changes to this Agreement shall be effective only if (i) approved or otherwise authorized by the legislative authority of the City, subject to the requirements of Section 11.5 hereof, and (ii) made in writing and signed by both Parties. Such modifications, amendments, or changes must be explicitly stated as amendments to this Agreement and shall not be valid unless signed by an authorized representative of each Party.

V.2 Changes in Applicable Rules. No addition to, or modification of, the Applicable Rules, including, without limitation, any zoning, land use or building regulation, adopted or effective after the Effective Date, shall be applied to the Project or the Property, unless the Company elects in its sole discretion upon notice to the City to have such addition or modification apply to the Project or the Property or any portion thereof, in which case such addition or modification shall be deemed incorporated into the Applicable Rules with respect to the Project or the Property or such portion thereof, as applicable. The City represents to the Company that no Applicable Rule conflicts with the provisions of this Agreement. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with such state or federal laws or regulations. The City shall not add or modify any Applicable Rule, including, without limitation, any zoning, land use or building regulation, with the express or inferred intent to specifically or inequitably target the Project, the Property, the Company or the data center industry or in a manner that adversely affects the Project, the Property, the Company or the data center industry. With respect to any property contiguous to the Property, City staff shall not support or initiate any zoning application to convert such contiguous property to residential purposes, unless such zoning application includes at least a one-hundred foot (100') setback from any property line adjacent to the Property.

V.3 Project Approvals. The City represents to the Company that the Project Approvals set forth on Exhibit B are the only permits, approvals, reviews and actions that are required by the City to commence and complete the development of the Project and the Road Reconstruction Improvements under the Applicable Rules. The City will process all Project Approvals within the timeframes set forth on Exhibit B. Nothing herein shall prohibit the Company from seeking other or further permits, approvals, reviews or other actions in connection with the Project or the Road Reconstruction Improvements as may be deemed necessary or desirable by the Company in its sole discretion. The City has taken all of the actions with respect to the Project Approvals indicated on Exhibit B and shall process any and all remaining Project Approvals in accordance with the timeframes set forth on Exhibit B.

V.4 Moratoria or Interim Control Ordinances. No ordinance, resolution, policy or other measure enacted after the Effective Date that relates directly or indirectly to the Project or to fees associated with or the timing, sequencing or phasing of the development or construction of the Project shall apply to the Property or this Agreement, unless it is (i) reasonably found by the City to be necessary to the public health and safety of the residents of the City, and (ii) generally applicable on a City-wide basis (except to the extent necessary in the event of a natural disaster).

V.5 Timeframes and Staffing for Processing and Review. The City shall expedite processing of all Project Approvals (including staff review and processing and actions by any boards and commissions) and any other approvals or actions requested by the Company in connection with the Project or the Road Reconstruction Improvements. In connection with any Project Approvals, the City, in a timely manner, shall promptly review any and all plans and promptly perform any and all inspections required for the design, construction, development and occupancy of the Project or the Road Reconstruction Improvements, or otherwise required to develop and operate the Project.

V.6 Other Approvals. The City shall assist and cooperate in good faith with the Company in connection with obtaining any (i) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Property, the Project or the Road Reconstruction Improvements and (ii) similar documents and instruments from third parties, as may be necessary or desirable in connection with the development or operation of the Project or the Road Reconstruction Improvements. Consistent with Section 5.5 of this Agreement, the City shall expedite any City action required in connection with obtaining any such approvals, permits, documents or instruments.

V.7 Timing and Rate of Development. The Project may include multiple phases extending over a period of years. The City acknowledges that as of the Effective Date, the Company cannot predict if, when or at what rate the development of the Project will occur. The timing and rate of development of the Project will depend upon numerous factors, including factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. The City acknowledges that this right is consistent with the intent, purpose, and understanding of the Parties, however, notwithstanding the foregoing, the Company agrees that if the Company decides to construct any phase of the Project after Tier I (as that term is defined in the Water and Wastewater Agreement), the Company shall provide the City with written notice of the Company's intent to construct such phase (each a "Notice to Proceed", with the first such notice identified as the "First Notice to Proceed"). As set forth in the Water and Wastewater Agreement, a Notice to Proceed is not required for Tier I, as the Water and Wastewater Agreement already provides notice for Tier I thereunder. For any phase of the Project after Tier I, the Company shall provide a Notice to Proceed for that phase in accordance with the Water and Wastewater Agreement. Nothing herein shall be interpreted to require the Company to issue a Notice to Proceed for any phase of the Project the Company does not wish to construct. The decision to issue a Notice to Proceed, and the timing of such notice if issued, is within the sole and absolute discretion of the Company. During the Term of this Agreement, the Parties shall work cooperatively to communicate annually regarding the Company's plans for the development of the Project and the City's plans for the development of infrastructure improvements for the City's water system and sewer system.

V.8 Additional Property. This Agreement is hereby adopted and approved by the City to apply to any real property contiguous to the Project that the Company may from time to time acquire following the Effective Date (whether in one or more parcels, "Additional Property"). If the Company acquires Additional Property, then automatically upon notice thereof to the City,

this Agreement shall apply with respect to such Additional Property, and the definition of "Property" hereunder shall include such Additional Property. If the Additional Property is not already zoned IH Heavy Industrial, then upon request of the Company and as permitted by the Applicable Rules, the Parties will work together in good faith to enable any such Additional Property to be rezoned IH Heavy Industrial. For any Additional Property acquired by the Company to develop a new region for the Project (each a "New Region"), the Parties intend to cooperate and will work diligently to negotiate a payment in lieu of tax and a real property tax abatement for each such New Region similar to the CRA Exemption and PILOT set forth in this Agreement (with any agreement regarding such New Region being subject to the approval of the legislative authority of the City and all requirements as may be applicable under Ohio law).

V.9 Additional Assistance with Lot Reconfiguration or Consolidation. The City agrees to cooperate with, and facilitate, any lot consolidations or reconfigurations of the Property reasonably requested by the Company.

V.10 Public Services. Except as may otherwise be provided herein, the City will provide public services to the Property and the Project to the extent and in the same manner that those services are provided by the City to any similarly situated recipient, including police services and any other public services the City currently or hereafter provides to similarly situated recipients during the Term of this Agreement. This Section shall not apply to municipal utility services, which in the case of water and sewer services, are or will be addressed through a separate Water and Wastewater Agreement between the Parties. The Parties agree that (i) the Company may receive electric power for the operation of the Project through AES for both transmission and distribution, and not through the City's electric utility Piqua Power System, (ii) the City will cooperate with the Company and AES in order to allow the Company during the operation of the Project to receive electric services directly through AES as Company's sole electric distribution utility provider, and (iii) the Parties will work together in good faith to make arrangements for the Company to receive temporary electric power for the construction of the Project from the City's electric utility Piqua Power System.

V.11 Alternative Solar Energy Sources. The City acknowledges that the Company may explore (but shall not be obligated to pursue) options to use roof solar panels to operate the Project or a portion thereof. The City represents to the Company that such solar energy sources are permitted uses on the Property under the Applicable Rules.

ARTICLE VI
INFRASTRUCTURE IMPROVEMENTS

VI.1 Water and Sewer Improvements. The Parties simultaneously will enter into a separate Water and Wastewater Agreement governing the terms under which the City agrees to (i) provide water and sewer services to the Project, (ii) make any improvements to the City's water system and sewer system in order to provide such services to the Project, and (iii) connect the Project to the City's water system and sewer system, all as more particularly described under the terms of the Water and Wastewater Agreement. In exchange, the Company agrees to

reimburse the City for actual and reasonable expenses incurred for water and sewer engineering in accordance with the terms and schedule specified in the Water and Wastewater Agreement. This Agreement shall not be valid until the Water and Wastewater Agreement becomes effective.

VI.2 Road Reconstruction Improvements. Upon receiving from the Company a Notice to Proceed with Road Reconstruction (defined below) and contingent upon the Company's deposit of funds in the Escrow Account (defined below) in accordance with this Section, the City shall construct or cause to be constructed in connection with the Project, those road improvements more particularly illustrated, detailed or specified on Exhibit C attached hereto (collectively referred to herein as, the "Road Reconstruction Improvements"). The Parties have reviewed the Traffic Impact Study prepared for the Project, dated June, 2025 (the "Traffic Impact Study") and have determined that the Road Reconstruction Improvements are supported by the Traffic Impact Study and are necessary for the Project. The City shall construct, or cause to be constructed, the Road Reconstruction Improvements according to the (i) the schedule and specifications set forth in Exhibit C (the "Construction Schedule") and (ii) the Roadwork Plans (defined below). The Parties may, by written agreement, amend or modify the Construction Schedule or Roadwork Plans and through such amendment or modification address any other roadway improvements otherwise agreed upon by the Parties. Both Parties acknowledge that the Road Reconstruction Improvements may cause damage to adjacent roadways and may require repairs to such roadways in addition to the items described on Exhibit C. If the City on or before the completion of the Road Reconstruction Improvements, identifies and provides evidence to the Company of damage to any of the adjacent roadways caused by the Road Reconstruction Improvements, the Parties shall meet and discuss in good faith (i) options to repair such damage which may, but is not required to, include amending or modifying the Roadwork Plans to include any agreed upon repairs, and (ii) the apportionment of costs among the Parties for any agreed upon repairs, with such apportionment taking into account, among other things, the degree to which the Road Reconstruction Improvements, or the actions of any Party or third-party, may be responsible for, or have contributed to, such damage and the condition of the applicable adjacent roadway prior to the Road Reconstruction Improvements.

(a) Roadwork Approvals. Depending upon the location of the Road Reconstruction Improvements and requirements of each applicable jurisdiction, the Parties shall work together in good faith to submit any required documents for approval according to the specifications and standards of each applicable jurisdiction where the Road Reconstruction Improvements are located. For Road Reconstruction Improvements located in the City, unless otherwise provided herein, the City shall be responsible for submitting any documents that may be required for City approval, including, but not limited to, the Roadwork Plans (defined below).

(b) Design and Engineering. The plans for the Road Reconstruction Improvements (the "Roadwork Plans") have been, or will be, prepared by the City in consultation with the Company to perform the work identified on Exhibit C. The Road Reconstruction Improvements shall be designed to provide for the efficient movement of automobile and truck traffic traveling to and from the Project. The Roadwork Plans have been or will be prepared (1) in accordance with generally accepted engineering and traffic planning standards, and applicable City standards and practices, and (2) using an appropriate traffic model

to measure traffic traveling to and from the Project. The Roadwork Plans reflect the Parties agreed upon scope for the Road Reconstruction Improvements. In the event the City decides to undertake any road improvements outside the scope of the Roadwork Plans ("Out-of-Scope Work"), all costs of all such Out-of-Scope Work shall be the sole responsibility of the City. If the City exceeds the work identified in Exhibit C, the Company acknowledges and agrees that it will still provide reimbursement for costs that it had previously agreed to under the Roadwork Plans. For the purposes of clarity, if the City determines that there is additional work ("Additional Work") required on the intersection between Washington Road and Farrington Road, such as creating a roundabout, the Company shall nevertheless pay an amount equal to what the cost of installing a southbound left turn lane and a westbound right turn lane (the "Turn Lanes") would have been (the "Turn Lane Costs"). The Turn Lane Costs will be determined using a commercially reasonable estimate of construction expenses for the Turn Lanes. This estimate shall be based on the assumption that construction begins upon issuance of the Notice to Proceed with Road Reconstruction.

(c) Contractor Selection and Right of Way. The Road Reconstruction Improvements shall be constructed by third-party contractors selected and retained by the City to perform such work and the City shall give the Company a list of all such third-party contractors retained. All such third-party contractors shall be the lowest and best bidder in accordance with the bidding requirements applicable to the City and shall be licensed and bonded in accordance with applicable law or regulation. To the extent that the City does not own or control by contract all necessary rights of way and other property as may be necessary or appropriate for the City to complete the construction of the Road Reconstruction Improvements in accordance with this Agreement, the City will acquire such rights of way or property, whether by easement or in fee, necessary for the completion of the Road Reconstruction Improvements in accordance with the Construction Schedule and Roadwork Plans. The Company agrees to grant to the City, at no cost to the City, a right of way to assist in the Road Reconstruction Improvements as described and identified in Exhibit C.

(d) Company Contribution, Escrow Account and Disbursement Request. Within ninety (90) days of the Effective Date 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 the Road Reconstruction Improvements based on the Construction Schedule set forth in Exhibit C, the Company 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 Company shall deposit $675,728.00 (the "Initial Deposit") into the Escrow Account for the estimated Design Costs (defined below) that have or will be incurred by the City to design the Road Reconstruction Improvements. The Company shall thereafter issue to the City a written notice to proceed with the Road Reconstruction Improvements (the "Notice to Proceed with Road Reconstruction"). Upon receiving the Notice to Proceed with Road Reconstruction, the City shall begin the bidding

process for the work associated with the Road Reconstruction Improvements. Thereafter, within sixty (60) days after the opening of bids for any Road Reconstruction Improvement, and before the time that the City awards the contract, the Company shall deposit into the Escrow Account an amount equal to the contract price to be awarded for the Road Reconstruction Improvements subject to the Road Reconstruction Cost Limit. Unless otherwise agreed to by the Parties in writing, the Company shall not be responsible for (i) any costs for Out-of-Scope Work or other work that is not set forth on Exhibit C, (ii) any costs in excess of the awarded contract price in the applicable Construction Document(s) unless such costs are attributed to change orders that have been approved by the Company or are otherwise permitted under this Section or (iii) any Deign Costs in excess of the Initial Deposit (collectively, the "Road Reconstruction Cost Limit").

Except for change orders valued below the Change Order Threshold set forth immediately below, the City shall not amend or modify any Construction Documents without obtaining the Company's prior written approval. In addition, the City shall notify the Company of any request for a change order from a contractor or professional services provider related to the Road Reconstruction Improvements within five (5) Business Days following the City's receipt of such request for change order, and the City shall obtain written approval of the Company prior to the City 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. For any change order request that requires the Company's written approval under this Section, the Company 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 Company's written approval under this Section, the City shall give notice to Company of such change order, including its amount (whether it is an additive or deductive change order), within thirty (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 if the Escrow Account at that time does not already contain funds sufficient for such amount.

The funds in the Escrow Account shall be used exclusively for the purpose of paying or reimbursing the City for the Eligible Costs of the Road Reconstruction Improvements. The Eligible Costs shall include, subject to the Road Reconstruction Cost Limit, the reasonable and necessary costs incurred by the City in constructing the Road Reconstruction 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, including construction engineering and construction observation costs ("Design Costs" and, together with Hard Costs, the "Eligible Costs").

Prior to receiving any funds from the Escrow Account, the City shall: (i) submit to Company's designated representative a disbursement request for the Eligible Costs of the Road

Reconstruction Improvements along with supporting documentation (each a "Disbursement Request") and (ii) obtain the Company's written approval for the disbursement. Each Disbursement Request shall include all invoices and any other supporting documentation reasonably requested by the Company. A Disbursement Request shall not be considered complete until all such invoices and documentation have been provided to the Company by the City. Each Disbursement Request shall be in the form attached hereto as Exhibit D, or as otherwise may be agreed upon the by Parties.

On or before the first Business Day that is at least thirty (30) days after the date on which the Company receives a completed Disbursement Request from the City, the Company shall review the Disbursement Request and either (i) determine any amount approved for disbursement, or (ii) identify any additional information or documentation reasonably required for the Company to review the Disbursement Request. If the Company reasonably requires additional information or documentation to review any Disbursement Request, the Company's time to review that Disbursement Request shall be extended to and until the first Business Day that is at least thirty (30) days after the date on which the City has provided all such additional information or documentation to the Company. Any amount approved by the Company in writing 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 Document, except insofar as a particular Construction Document may be amended by any change order that has been approved by the Company or is otherwise permitted under the terms of this Section. Subject to the Road Reconstruction Cost Limit, a Disbursement Request may include Design Costs, in which case the City shall separately identify the amount of any Design Costs included in a Disbursement Request.

The Company shall be responsible for all fees charged by the Escrow Agent. At the completion of the Road Reconstruction Improvements, the Escrow Agent shall return any of the remaining money in the Escrow Account to the Company.

If the Company terminates this Agreement for any reason other than a default by the City, (i) the City shall, within two (2) Business Days of such termination, cease all work and cancel all contracts relating to the Road Reconstruction Improvements, and (ii) the City shall be entitled to receive disbursements from the Escrow Account for any Eligible Costs that have been incurred by the City prior to or as a result of such cancellation with such amount subject to the Termination Cost Cap set forth in Section 8.2.

(e) Construction Guidelines. The City shall cause its employees, contractors, subcontractors and agents retained or employed in connection with constructing the Road Reconstruction Improvements (collectively, "City Representatives") to construct the Road Reconstruction Improvements (i) in accordance with the Roadwork Plans and specifications agreed to by the Parties, (ii) on the Construction Schedule or as the Parties may otherwise agree to in writing, (iii) in such a manner as to maintain harmonious labor relations and as not to interfere with or delay the work on the Project to be performed by the Company or the Company's contractors, (iv) in such a manner that the Company and the Company's contractors

shall have reasonable vehicular and pedestrian access to the Property in order to construct the Project via public rights of way or any easements recorded with the Miami County, Ohio Recorder at all times, (v) in accordance with this Agreement, and (vi) in accordance with all applicable laws. The City shall, and shall cause the City Representatives to, act in a commercially reasonable manner and endeavor in good faith to ensure the timely progression of construction of the Road Reconstruction Improvements.

(f) Access to the Property. The Parties may enter into a separate agreement for a temporary construction easement in the event the City or City Representatives require access and entry to the Property to construct the Road Reconstruction Improvements.

(g) Roadwork Development Grant. The Parties shall work cooperatively and diligently to pursue any funds available to support the Road Reconstruction Improvements from the State of Ohio through a Roadwork Development Grant. In order for the City to obtain such funds from a Roadwork Development Grant, the City understands that it may need to execute a grant agreement with the Ohio Department of Development. To the extent permitted by any such grant agreement, the City shall apply or credit the grant funds that it receives from a Roadwork Development Grant for the Project to the costs of the Road Reconstruction Improvements.

(h) Easements and Right of Ways. The City shall obtain, or cause to be obtained, all necessary right of way, easement and crossing rights needed from any third parties to complete the Road Construction Improvements according to the Roadwork Plans set forth in Exhibit C.

VI.3 Communication, Coordination and Scheduling; Time. Time being of the essence in the performance of this Agreement, it is essential that the work on the Project and the Road Reconstruction Improvements be coordinated at all times and the Road Reconstruction Improvements be timely completed in support of the commencement of operations of the Project. The Parties shall schedule and conduct meetings at least monthly unless otherwise mutually determined to discuss such matters as procedures, progress, coordination, communication and scheduling of the work on the Project and Road Reconstruction Improvements (the "Progress Meetings"). At these Progress Meetings, a designee of the Company may provide notice of any material changes in the Company's construction schedule that could affect the Road Reconstruction Improvements.

VI.4 Remedies for Failure to Make Timely Progress on Road Reconstruction Improvements. If the City fails to commence or complete (or cause to be commenced or completed) any portion of any of the Road Reconstruction Improvements within the time frames established on the Construction Schedule or as otherwise agreed in writing by the Parties, and that failure is not cured within forty-five (45) days after receiving written notice of such failure from the Company (or, if the cure of that failure cannot be accomplished in forty-five (45) days, the cure has not been commenced or is not proceeding with due diligence to completion), then the Company may, in its sole discretion immediately direct the City to take additional steps (the "Extraordinary Measures") available to the City, in which case the City shall undertake such

Extraordinary Measures at no cost to the Company. Extraordinary Measures may include ordering City representatives to take corrective measures necessary to expedite the progress of the work, including (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities and (iii) taking similar measures. The City shall ensure that it has the right to take Extraordinary Measures (including, at least, those described in the preceding sentence) under any construction contracts applicable to the Road Reconstruction Improvements. Extraordinary Measures shall continue until the progress of the construction of the Road Reconstruction Improvements is in accordance with, or ahead of, the Construction Schedule. The Company's right to require Extraordinary Measures is solely for the purpose of ensuring compliance with the Construction Schedule. Extraordinary Measures will not apply to circumstances outside of the control of the City and which were not reasonably foreseeable by the City, such as labor or supply issues by third-party contractors. The City shall cooperate with the Company in good faith to cause the commencement, progress and completion of the Road Reconstruction Improvements by the dates set forth in the Construction Schedule. In no event shall the Company have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, notwithstanding the rights and authority granted in this Section 6.4 or elsewhere in the contract documents. The City hereby agrees that it shall cooperate with the Company in good faith to cause the commencement, progress and completion of the Road Reconstruction Improvements to occur on a timely basis.

VI.5 Underpayment or Overpayment Amount. Within ninety (90) days after the completion of the construction of the Road Reconstruction Improvements, the City shall certify the final completion of the work in accordance with the Roadwork Plans and/or certify a list of any deviations from the Roadwork Plans, and provide to the Company with an itemized accounting of the final costs and expenses for the Road Reconstruction Improvements (the "Total Cost") with supporting documentation available upon request (the "Itemized Accounting Statement"). The Total Cost shall include, subject to the Road Reconstruction Cost Limit, only the reasonable and actually incurred costs of the City to design and construct, or cause the design and construction of, the Road Reconstruction Improvements including, but not limited to, the cost of acquiring needed easements and rights-of-way.

(a) If the Total Cost as set forth in the Itemized Accounting Statement is less than the sum of (i) the Company's reimbursement contribution towards all Eligible Costs, and (ii) the Roadwork Grant Funds (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.

(b) If the Total Costs as set forth in the Itemized Accounting Statement exceed the sum of (i) the Company's reimbursement contribution towards all Eligible Costs, and (ii) the Roadwork Grant Funds (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.

(c) 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.

(d) If any Roadwork Grant Funds are received by the City after the determination of the Overpayment Amount or Underpayment Amount under this Section (collectively, "Grant Funds Received after Itemization"), the City shall pay to the Company an amount equal to the Grant Funds Received after Itemization within sixty (60) days after the date the City receives such grant funds so long as such grant funds were not included in the calculation of the Overpayment Amount or Underpayment Amount.

ARTICLE VII
MORTGAGES

VII.1 Mortgages. This Agreement shall not prevent or limit the Company from encumbering the Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Project or any portion thereof. The City shall execute and deliver such documents and instruments as are reasonably requested by the Company in connection with obtaining, modifying or releasing any such Mortgage within thirty (30) days of the request therefor.

VII.2 Mortgagee Not Obligated. A Mortgagee shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement.

VII.3 Mortgagee Notice and Cure Rights. If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to the Company hereunder. A Mortgagee shall have the right, but not the obligation, to cure such default within one hundred twenty (120) days after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.

ARTICLE VIII
TERM

VIII.1 Duration of Agreement. The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and, unless otherwise terminated as provided herein, end on the date that is forty (40) years after the Effective Date; provided, however, if not sooner terminated, this Agreement shall renew at the end of the Initial Term and thereafter continue for successive ten-year terms (each a "Renewal Term") unless (i) one of the Parties notifies the other Party in writing that it objects to the Renewal Term at least ninety (90) days in advance of the start of that Renewal Term in which case this Agreement shall not renew, or (ii) this Agreement is otherwise terminated as provided herein (collectively, the "Term").

VIII.2 Company Termination. The Company may for any reason prior to the First Notice to Proceed terminate this Agreement effective immediately upon providing written notice

of such termination to the City. In the event the Company exercises its right to terminate the Agreement under this Section 8.2, the Company shall reimburse the City for any actual and reasonable costs incurred by the City from any third-party prior to such notice in the performance of this Agreement (collectively, "Costs") up to the maximum amount of $2,000,000 (the "Termination Cost Cap"). The City shall provide the Company with reasonable documentation, including invoices, for any Costs claimed by the City under this Section. The City acknowledges that the Costs eligible for reimbursement under this Section shall include only third-party costs, and shall not include any costs associated with the time expended by City employees. Notwithstanding any other provision of this Agreement, the City shall not be entitled to reimbursement from the Company for Costs under this Section for any amount in excess of the Termination Cost Cap.

ARTICLE IX
THIRD PARTY TRANSACTIONS

IX.1 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 the Company that is consistent with this Section 9.1. The City acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Property.

IX.2 No Third-Party Beneficiaries. The only parties to this Agreement are the City and the Company. There are no third-party beneficiaries under this Agreement, and except for permitted assignees and successors in interest to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

ARTICLE X
DEFAULT AND REMEDIES

X.1 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 sixty (60) 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

either (A) terminate this Agreement and seek damages from the defaulting Party, (B) if the Company is the defaulting Party, secure an offset of any Company defaults with the minimum service payment obligation, or (C) enforce this Agreement by the remedy of damages or specific performance, or both; provided, however, that notwithstanding any other provision of this Agreement, the Company shall not be subject to specific performance requiring the Company to construct, develop, occupy, operate or maintain the Project.

X.2 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.

10.3 Project Incentive Agreements. This Agreement is being considered alongside several other agreements between the City and the Company (the "Project Incentive Agreements"). These Project Incentive Agreements include the TIF Agreement, the Water and Wastewater Agreement, the Power Agreement and this Agreement.

ARTICLE XI
MISCELLANEOUS

XI.1 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.

XI.2 Recitals. The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

XI.3 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 Party 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, Ohio 43215
Attention: J. Caleb Bell, Esq.

Company: 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@vorys.com

11.4 Restriction on Assignment or Transfer. The City and the Company acknowledge that the exact legal and financing structure used by the Company in developing, equipping and operating the Project may include additional legal entities; therefore, the Company 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 Company, (iii) any person or entity which acquires all (or substantially all) of the assets of the Company, (iv) any successor of the Company 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 11.4, the assigning entity shall be relieved of its covenants, commitments and obligations hereunder with respect to any portion of the Agreement assigned. The Company shall provide notice to the City of any assignment permitted hereunder. For any assignment by

the Company that is not otherwise expressly permitted by this Section 11.4, this Agreement shall only be assignable by the Company with the approval of the City Commission. The City shall not assign its rights and obligations under this Agreement to any party.

XI.5 Discretion of the City Commission. The Parties acknowledge that this Agreement will not be effective until the legislative authority of the City, in its sole discretion, provides the approvals set forth in Sections 2.1 and 2.2 of this Agreement. The Parties further acknowledge that the approvals of the legislative authority of the City, which are referenced in Sections 2.1, 2.2, 5.1, 5.8 and 11.4 of this Agreement, are not contractual obligations of the City contained in this Agreement because they are subject to the legislative authority discretion of such authority and therefore not enforceable by mandamus or otherwise.

XI.6 Recording of Agreement. The City may record this Agreement or a memorandum of this Agreement setting forth the existence of this Agreement with the Miami County Recorder's Office.

XI.7 Entire Agreement. This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the subject matter hereof, 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 the Company's right to modify the description of the Property from time to time as set forth in Section 5.8, 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 the Company.

XI.8 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.

XI.9 No Joint Venture. The relationship of the Parties shall be that of independent

contractors, and nothing contained in this Agreement shall be deemed to create any relationship of agency, joint venture or partnership.

XI.10 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.

XI.11 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.

XI.12 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.

XI.13 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, photocopy, or electronic signature on this Agreement (such as DocuSign), any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

XI.14 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.

XI.15 Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any Applicable Rules, or by the Water and Wastewater Agreement or by any other agreement or contract executed by the City and the Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

XI.16 Confidential Information. The Company and the City acknowledge and agree that the Parties are subject to a Non-Disclosure Agreement dated October 13, 2024 (the "Non-Disclosure Agreement") and that, unless otherwise set forth herein, all the provisions of that Non-Disclosure Agreement remain in effect. The Company acknowledges and agrees that this Agreement is a public record subject to disclosure under the State of Ohio's public records laws.

The City acknowledges and agrees that the State of Ohio's public records laws exempt from disclosure certain types of records, materials and information, as set forth in the Ohio Revised Code (e.g. Ohio Revised Code Sections 122.36, 122.75, 149.433, 149.45, 718.13, 1333.61 et seq., 5703.21, 5711.101). The City agrees to use adequate safeguards to maintain the security and confidentiality of those exempt records. The City may disclose records, or such portions of records, which are not exempt from the State of Ohio's public record laws to the extent required by law, provided that the City shall: (a) give the Company written notice at least five (5) Business Days prior to responding to all records requests related to the Company or Project; (b) reasonably cooperate with the Company in responding to any such records requests; (c) disclose in response to such requests only such records, or portion of records, as are required to be disclosed under Ohio public records laws; and (d) redact, omit or refuse to provide any records not required to be disclosed under Ohio public records law. Nothing in this Agreement shall be interpreted as contrary to the Ohio Public Records Act (Ohio Revised Code Section 149.43).

XI.17 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 11.17 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.

XI.18 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.

XI.19 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.

XI.20 Anti-Corruption Compliance. In connection with the negotiation and performance of this Agreement, the Parties, on behalf of themselves and their agents and representatives, represent, warrant, and covenant that each Party has complied with and that each Party has not engaged in and shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting or agreeing to accept Anything of Value, directly or indirectly to or from (a) any Government Official to (i) influence any act or decision of a Government Official in their official capacity, (ii) induce a Government Official to use their influence with a Government Authority, or (iii) otherwise secure any improper advantage; or (b) any person or entity in any manner that would constitute bribery or an illegal kickback, or would otherwise violate any applicable anti-corruption law, rule, or regulation. "Anything of Value" includes, but is not limited to, money, cash or a cash equivalent (including "grease", "expediting" or facilitation payments), discounts, rebates, gifts, meals, entertainment, hospitality, charitable contributions, sponsorships, use of materials, facilities or equipment, transportation, lodging, or promise of employment. "Government Authority" means any multinational, national, regional, or local government, governmental or public department, court, commission, board, bureau, agency, ministry, university, political party, or other governmental instrumentality, public international organization, or subdivision, agent, commission, board, or authority of any of the foregoing. "Government Official" means any official or employee (or relative or household member thereof), or agent of a Government Authority; members of royal families; or candidates for political office. If either Party becomes aware of any violation or suspected violation of this Section 11.20, it must provide prompt written notice to the other Party setting forth the relevant facts and circumstances. The Parties, consistent with Applicable Rules, shall cooperate with each other in good faith to review any suspected violations of this Section 11.20 including by providing reasonable access to relevant documentation.

XI.21 Ethical Business Practices; No Procurement Process. In connection with the negotiation and performance of this Agreement, the City represents and warrants that it has complied and covenants that it shall comply with all Applicable Rules, including without limitation anti-corruption laws, rules, and regulations, and that it has used and shall use only legitimate and ethical business practices. The performance of any obligations under this Agreement does not require the Company 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.

XI.22 No Personal Liability. No covenant, obligation, representation or agreement is deemed to be a covenant, obligation, representation or agreement of any present or future member, officer, agent or employee of Parties other than in his or her official capacity, and neither officers or employees of the City, members of the legislative authority of the City, nor any officers or employees of the Company executing this Agreement are liable personally under this Agreement or subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

XI.23 Non-Debt Obligation. The City's obligations under this Agreement do not constitute a debt or bonded indebtedness of the City, the State of Ohio, or any other political subdivision thereof, within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Company does not have the right to have taxes or excises levied by the City, the State of Ohio, or any other political subdivision thereof for the payment of any amount owed by or contemplated to be paid by the City under this Agreement.

XI.24 Binding Agreement and Amendments. The provisions of this Agreement shall be in full force and effect from the Effective Date and shall bind and inure to the benefit of both Parties, as well as their respective successors and permitted assigns. This Agreement may be amended, modified, supplemented or canceled only by the mutual written consent of the City and the Company, or their successors in interest or permitted assigns.

XI.25 Primary Contact Person. The Parties understand that that the performance of this Agreement and the Project Incentive Agreements may require prompt communication between the Parties, and in order to support such communication, each Party has agreed to designate a primary contact person. The initial primary contact persons are (i) for the Company Scott Ziance, and (ii) for the City Chris Schmiesing. Either Party may change its primary contact person at any time by notifying the other party.

[Signatures appear on following page]

Legal Approved

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 Stilner, Law Director

COMPANY:

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

By: _____
Name: Pamela A. Gregorski
Title: President

Legal Approved

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. N44-101836), Inlot 9286 (P.N. N44-101838), Inlot 9291 (P.N. N44-101844), Inlot 9292 (P.N. N44-101846), Inlot 9293 (P.N. N44-101848), Inlot 9294 (P.N. N44-101850), Part of Inlot 8463 (P.N. N44-078240), Part of Inlot 9219 (P.N. N44-101766) and Part of Inlot 9221 (P.N. N44-101770), 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°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°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°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°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°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°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°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;

Thene, South 10°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°46'46" East, with a line through said Inlot 9219 a distance of 1,216.26 feet to an angle point;

Thence, South 10°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°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°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°51'17" West a distance of 297.72 feet,
3) South 85°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°20'12" West a distance of 307.58 feet,
5) South 65°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.

Legal Approved

EXHIBIT B

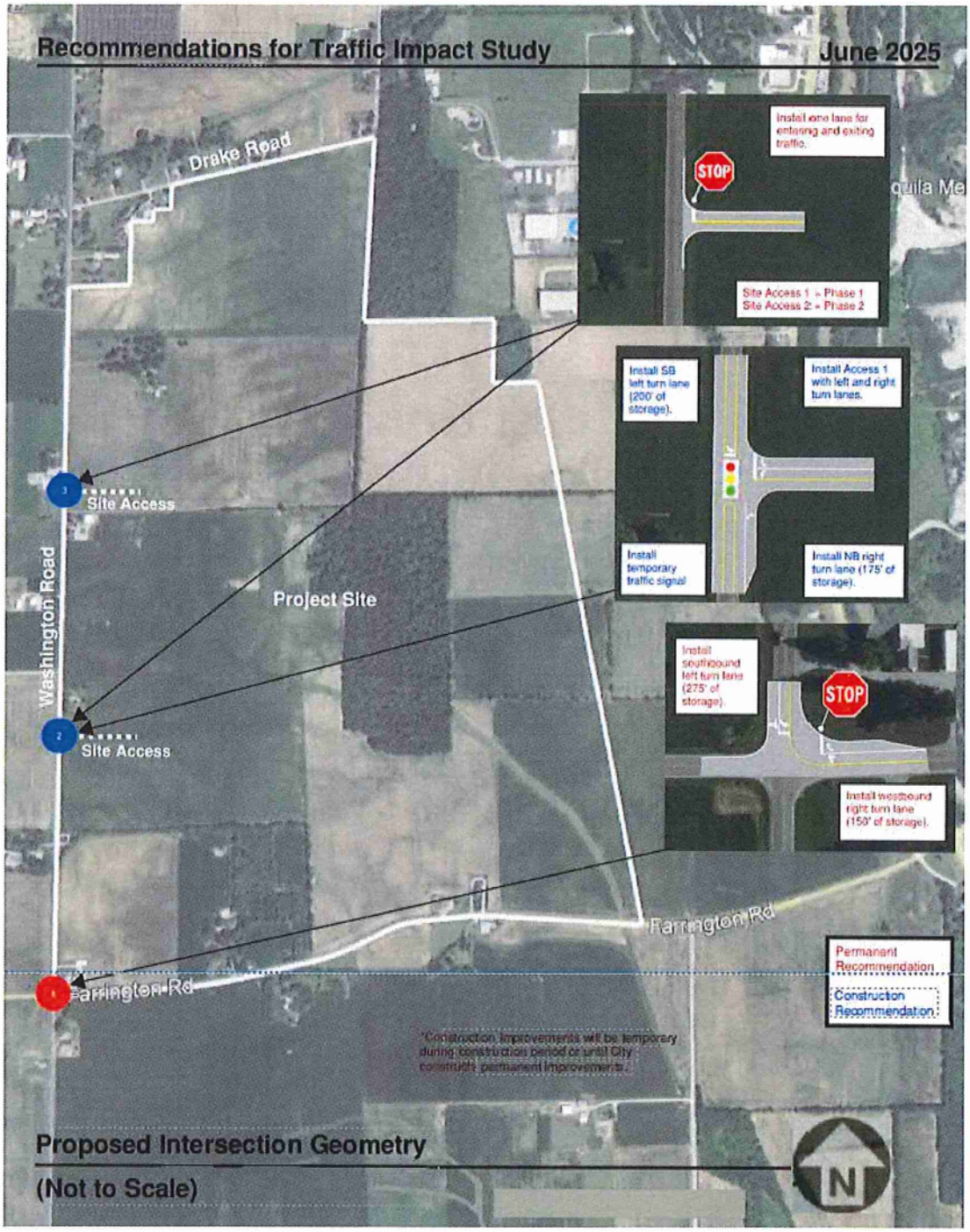
PROJECT APPROVALS

1. City Commission Resolution No. 09-25 adopted on January 28, 2025 and Resolution No. 61-25 adopted on May 20, 2025 approving the zoning designation of the Property.
2. City Commission Resolution No. R-114-25 adopted on November 3, 2025, approving this Agreement.
3. City Commission Resolution No. R-114-25 adopted on November 3, 2025, approving the Water and Wastewater Agreement.
4. City Commission Ordinance No. O-18-25 adopted on November 3, 2025, approving the TIF Agreement.
5. Power Agreement to be approved at a later date.

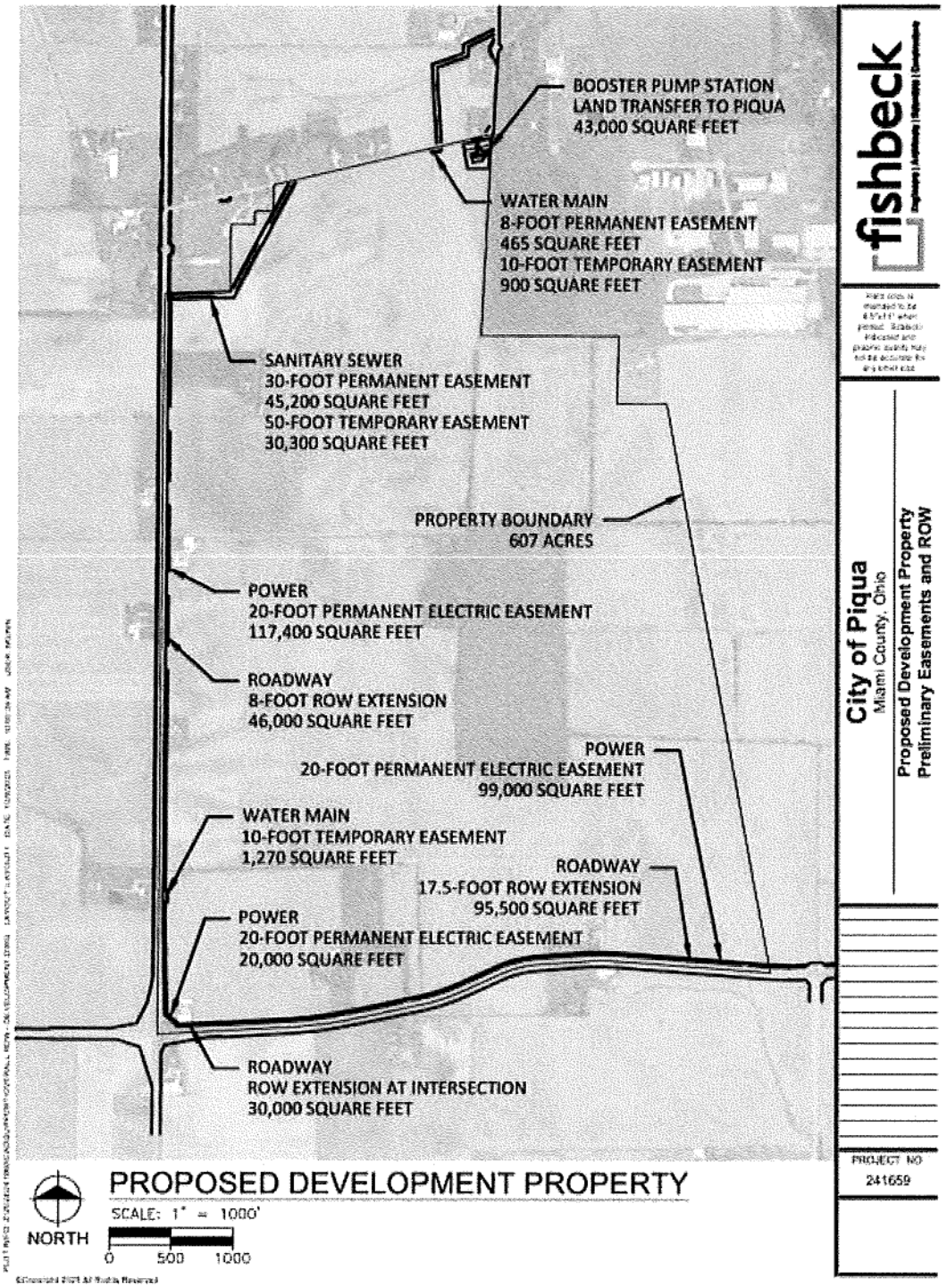
Legal Approved

EXHIBIT C

CONSTRUCTION SCHEDULE AND SPECIFICATIONS FOR ROAD RECONSTRUCTION IMPROVEMENTS



Legal Approved



Except as otherwise set forth herein, the schedule to construct and complete any Road Reconstruction Improvements shall be negotiated by the Parties in good faith and take into account the overall full build out and completion schedule of the Project or Phase of the Project and/or any emergency or public safety concerns. The Company and City shall cooperate and act

in good faith to schedule any Road Reconstruction Improvements to mitigate any possible damage to such improvements from construction traffic to the furthest extent possible and avoid any interference with the Project. Notwithstanding the foregoing, the commencement or completion of any Road Reconstruction Improvements (if required) shall not be a condition of the issuance of any building permit or certificate of occupancy for any building, Phase or portion of the Project.

The depictions included in this Exhibit are intended to solely address the Road Reconstruction Improvements. To the extent any depiction included in this Exhibit identifies any improvements related to water or sanitary sewer infrastructure, the Parties intend for those items to be addressed separately in the Water and Wastewater Agreement that the Parties have, or will execute, as one of the Project Incentive Agreements.

Legal Approved

EXHIBIT D

FORM OF
DISBURSEMENT REQUEST

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

Re: Disbursement Request No. _____ for Eligible Costs of Road Reconstruction Improvements (this "Disbursement Request")

J5 LLC d/b/a Shaytura LLC ("J5") and the City of Piqua ("the City") are parties to a certain Development Agreement dated January 23, 2026 (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement. This Disbursement Request is for the Eligible Costs of the Road Reconstruction Improvements (as those terms are defined in the Agreement).

1. Pursuant to the terms of the Agreement, the City hereby requests disbursement from the Escrow Account in the amount of $_____. This request includes $_____ in Design 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 the time set forth in the Agreement (i.e., the first Business Day at least 30 days after the date of this Disbursement Request) to review the Disbursement Request and either (i) determine any amount approved for disbursement, or (ii) identify any additional information or documentation reasonably required for the Company to review the Disbursement Request.

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:_____