INB3962252

Approved By Legal

Resolution No. R-80-26

Authorizing the execution and delivery of an Electric Services Agreement Between the City and J5, LLC D/B/A Shaytura LLC

WHEREAS, as an Ohio municipality, the City of Piqua (the "City") has the right under the Ohio Constitution, Art. XVIII, § 4 to provide electric utility service to its residents to the exclusion of other electric utility providers; and

WHEREAS, pursuant to the Ohio Constitution, Art. XVIII, § 4, the City may limit the scope of authority granted to electric utility service providers, such as limiting their ability to serve in only certain locations within the City and/or certain residents of the City; and

WHEREAS, J5, LLC d/b/a Shaytura LLC intends to establish 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), that will be located on 607.656 acres of land located at the northeast corner of the intersection of Farrington Road and Washington Road, in Piqua, Ohio (the "Facility); and

WHEREAS, to adequately meet the unique electric service needs and load characteristic of the Facility, the City intends to enter into a franchise agreement with Dayton Power and Light Company d/b/a AES Ohio ("AES Ohio") for AES Ohio to provide retail electric distribution service to J5, LLC d/b/a Shaytura LLC to achieve the direct interconnection of the Facility with the interstate transmission grid; and

WHEREAS, J5, LLC d/b/a Shaytura LLC request that the City provide construction power to the Facility and construct certain equipment and facilities to provide such power as provided for in the Electric Services Agreement attached hereto as Exhibit A; and

WHEREAS, the City and J5, LLC d/b/a Shaytura LLC desire to execute the Electric Services Agreement attached hereto as Exhibit A to facilitate the successful development of the Facility.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring that:

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Approved By Legal

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring that:

SEC. 1: This Commission hereby authorizes and approves the Electric Services Agreement, and the City Manager, for and in the name of the City, is hereby authorized to execute the Electric Services Agreement and any amendments thereto deemed to be necessary and consistent with the objectives and requirements of this Resolution and not otherwise materially adverse to the City, with any changes or amendments deemed to be not inconsistent with this Resolution and not substantially adverse to the City, shall be evidenced conclusively by the signatures of the City Manager and Law Director in execution thereof.

SEC. 2: It is hereby found and determined that all formal actions of this Commission concerning and relating to the adoption of this Resolution were passed in an open meeting of this Commission, and that all deliberations of this Commission that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SEC. 3: This Resolution shall take effect and be in force at the earliest date permitted by law.

James D. Vetter

JAMES D. VETTER, MAYOR

PASSED: July 7, 2026

ATTEST: Kimberly Hughes

CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ~~None,~~ Comm. DeBrosse seconded by ~~None~~ Comm. Walker, and on roll call the following vote ensued:

Mayor James D. Vetter	yea
Commissioner Frank DeBrosse	yea
Commissioner Paul Simmons	nay
Commissioner Rick Walker	yea
Commissioner Philip Wead	excused

I, the undersigned Clerk of the City Commission of the City of Piqua, Ohio do hereby certify that the above Resolution No. R-80-26 is a true, accurate and correct copy of Resolution No. R-80-26 passed by the Commission of the City of Piqua, Ohio, on the 7th day of July, 2026.

Kimberly Hughes

CLERK OF COMMISSION

INB3962252

Approved By Legal

EXHIBIT A

ELECTRIC SERVICES AGREEMENT
BETWEEN THE CITY OF PIQUA
AND J5, LLC D/B/A SHAYTURA LLC

This Electric Services Agreement ("Agreement"), dated as of the 3 day of AUGUST, 2026 (the "Effective Date"), is made and entered into by and between the City of Piqua, Ohio, an Ohio municipality located in Miami County, Ohio (hereinafter referred to as the "City"), and J5, LLC d/b/a Shaytura LLC, (hereinafter referred to as "Customer"), a Delaware limited liability company for the purpose of providing electrical utility services to Customer at the Facility (as defined below) to serve the load necessary for construction of the Facility. Each of the City and Customer shall be referred to herein as a "Party" and collectively, they shall be referred to as the "Parties."

RECITALS

WHEREAS, Customer intends to establish 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), that will be located on 607.656 acres of land located at the northeast corner of the intersection of Farrington Road and Washington Road, in Piqua, Ohio ("Facility); and,

WHEREAS, Customer desires a direct interconnection of the Facility to nearby interstate electric transmission grid infrastructure owned by Dayton Power and Light Company d/b/a AES Ohio ("AES Ohio") to serve the load requirements of the constructed Facility; and,

WHEREAS, the City intends to enter into a franchise agreement with AES Ohio for AES Ohio to provide retail electric distribution service to Customer to achieve the direct interconnection of the Facility with the interstate transmission grid;

WHEREAS, Customer desires a service connection of the Facility construction site to nearby local electric transmission grid infrastructure owned by City of Piqua Municipal Power System ("Piqua Power System") to serve the load requirements necessary to the construction of the Facility; and,

WHEREAS, American Municipal Power, Inc. (hereinafter referred to as "AMP") provides service of electric power and energy to City through the Master Services Agreement dated September 22, 2004, and a related Power Pool Participant Schedule dated December 20, 2023 (hereinafter, collectively the "AMP Agreement"); and, WHEREAS, it will be necessary for Piqua Power System to construct electric infrastructure improvements to serve the Facility construction site;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties mutually agree as follows:

ARTICLE I
TERM

1.1. Term – This Agreement is effective as of the Effective Date. Under this Agreement, the City is to deliver, and the Customer will receive, electric energy to serve the load requirements necessary for the construction of the Facility at the Facility construction site under this Agreement for a term starting on the date that Customer commences taking Construction Power, as defined in this Agreement, and lasting until the earlier of: (a) 10 years from such date or (b) at such time when the Customer provides at least sixty (60) days written notice of its election to terminate this Agreement and discontinue Piqua Power System electrical service to the Facility construction site. Notwithstanding the immediately foregoing sentence, (i) Customer may terminate this Agreement for convenience by providing at least sixty (60) days written notice to City and (ii) Customer shall remain responsible, as set forth in the Rate Schedule as defined below, for such PJM, or successor, generation capacity, transmission costs, and other PJM line item costs where the billing determinant for such costs was established based on power delivered to Customer under this Agreement but such costs are billed to City subsequent to the end of the Term.

ARTICLE II
SALES, TRANSMISSION, SERVICES

2.1. Maximum Power – Subject to the terms and conditions of this Agreement, City shall supply up to, but not more than, 10,000 kW (10 MW) of electric power to Customer for construction and commissioning purposes ("Construction Power") in accordance with and subject to the limitations imposed upon the City as part of the AMP Agreement. Customer agrees it shall not exceed a maximum demand of 10,000 kW (10 MW) at any time under this Agreement. Should Customer desire to utilize power in excess of 10,000 kW (10 MW), Customer must submit a request in writing in advance to City, which may or may not authorize such increase for any reason including a lack of availability of power, physical equipment reasons, or any other reason. Should City agree to any increase in the maximum demand, City will specify whether such increase is permanent or temporary and Customer shall be responsible for all increases in costs and charges due to the increase.

2.2. Rate Schedule and General Service Regulations – Customer agrees to pay the City monthly for delivery of the Customer's Construction Power in accordance with the City's Transmission Access Service – Schedule TAS Tariff as may be amended from time to time (the "Rate Schedule") and subject to the City's General Service Regulations, as may be amended from time to time. In the event of a conflict, the terms of this Agreement take priority followed by the Rate Schedule and then followed by the City's General Service

Regulations. As reflected in the Rate Schedule, the default generation pricing will be based on real-time hourly locational marginal pricing plus ancillary charges and any fees and expenses charged to or imposed on the City or AMP associated with Customer's load. If requested by Customer, and agreed to by AMP and City, Customer may seek to have AMP secure generation for Customer through a different procurement method, with Customer paying all costs associated with such other procurement method.

2.3. Load Profile Information – It is understood by the Parties that the City's obtaining applicable estimates of monthly energy consumption from Customer for Construction Power is often critical to the City's ability to reliably and economically satisfy the Customer's electric energy and power requirements, and plan for the same. Accordingly, Customer agrees to provide such available estimates of monthly energy consumption for the Construction Power to the City upon reasonable request.

2.4. Prohibition of Resale – The Customer shall not sell and is prohibited from selling electric power and services purchased hereunder. Customer shall not redistribute power to any third parties. This prohibition does not limit third-parties from utilizing the Construction Power provided under this Agreement for purposes of constructing Customer's facilities, provided, however, that Customer shall remain liable in accordance with the provisions of this Agreement for any and all actions of such third-party's use of the Construction Power. This prohibition also does not prohibit Customer from appointing an agent for purposes of managing the Customer's account (i.e. receiving and paying the bills), provided, however, that Customer shall remain liable for all charges owed for the use of Construction Power under this Agreement.

2.5. Access – The City and Customer recognize that Customer has agreed to provide certain easements to the City under the Development Agreement. In addition to the easements provided thereunder, Customer agrees to also make available, and to allow the City to occupy at no cost to the City, such additional areas on the Facility property, and for such duration as may be reasonably required by the City, in order to adequately provide service under this Agreement, including, but not limited to an area located on Facility property at the location of the service line extending from the power lines in the public right of way entering onto the Facility property for controls and protection and metering equipment and appurtenances as may be necessary.

2.6. Point of Interconnection – The City shall not be liable, and Customer shall indemnify and hold the City harmless from, any loss, injury, judgment, penalty, cost, fee and/or damage arising or resulting from the Customer's use of its equipment or from the use of the energy delivered by the City beyond the Point of Interconnection of the City's wires and equipment to the Customer's wires and equipment ("Point of Interconnection"). Said Point of Interconnection is hereby mutually agreed to be at or near the point indicated on the attached Exhibit A attached hereto and incorporated herein by reference. Customer shall be responsible for procuring and paying the costs for a transformer and associated equipment (the "Transformer") sufficient to be able to receive electric service at 69 kV.

The City shall install its metering equipment at the Point of Interconnection. The Customer shall provide the necessary high voltage connections to the City's metering equipment and shall install, own and maintain all facilities located on Customer's side of the Point of Interconnection. Further, the Customer shall use electric energy in a manner so that such use shall not be detrimental to the electric service supplied by the City to its other Customers. At all times City is providing Construction Power under this Agreement, Customer shall be solely responsible for all costs associated with installation and operation of Transformer, and Customer shall remain responsible for all injuries or damages that occur beyond the Point of Interconnection.

2.7. Load Power Factor Requirement – The Customer shall plan and design its Facility and systems to operate at close to unity power factor in compliance with the requirements set forth in the Rate Schedule.

2.8. Power Quality Requirements – The Customer shall ensure that harmonic injection levels are limited to levels specified in the most recent version of the IEEE 519 requirements. If required by the City, harmonic measurements must be taken at the Customer's Point of Interconnection after the Facility is in service to assure compliance.

The electric energy delivered to the Customer hereunder shall be alternating current at approximately 69 kV, 3-phase, 60 Hertz and shall be metered at the Point of Interconnection, by means of suitable metering equipment installed, owned and maintained by the City at the metering point selected by the City. The electric energy shall be delivered at a reasonably close maintenance of constant potential, and the Customer shall design its circuits so that as far as practical each phase will be balanced equally with respect to load.

Customer shall use its best effort to not cause objectionable voltage fluctuations or other electrical disturbances on the City's system. City may require the Customer, at the Customer's sole cost and expense, to install such corrective measures as will reasonably limit such fluctuations and disturbances.

2.9. City Equipment – In the event of loss or injury to the property of the City through misuse by, or the negligence of, the Customer or its agents, the Customer thereof shall pay the cost of the necessary repairs or replacement to the City. No one except the City or the agents of the City shall be allowed to make any internal or external adjustments of or to any meter or other piece of apparatus, which shall be the property of the City. The City shall have the right at all reasonable hours to enter the premises of the Customer for the purpose of installing, reading, removing, testing, replacing or otherwise disposing of its apparatus and property, and the right of entire removal of the City's property in the event of the termination of service for any cause. Any City representatives entering Customer's premises shall comply with Customer's written protocols for construction safety and onsite safety, including any escort requirements while on the premises.

2.10. Capacity and Transmission Costs and Pass Through Fees – The City shall pass through to Customer the charges for energy, transmission service, capacity, operating reserves, and other costs and fees it incurs to serve Customer's load on an open-book, fully transparent basis, consistent with the Rate Schedule.

2.11. Continuity of Service – The City shall use reasonable diligence in assuring the provision of continuity of service in the delivery of electric power and energy under this Agreement, but City does not guarantee that the supply of electric service to the Facility will be uninterrupted or at all times constant.

2.12. Installations by the City – The Parties agree that the City shall complete certain engineering, design, procurement and construction work as described in Exhibit B to this Agreement (the "Work"), in order to provide new/upgraded service for Construction Power to the Facility site. The Work will include hard construction costs, permit fees and third-party engineering and design costs, review fees, property acquisition fees, and construction management (including construction engineering and construction observation costs. Within 90 days of the execution of this Agreement, the Parties shall establish an escrow account to be held by a financial institution or title agency ("Escrow Agent") agreed to by the Parties (the "Escrow Account"). The Parties understand that in order to establish the Escrow Account they will need to enter into a separate agreement with the Escrow Agent and hereby agree to work cooperatively with each other to reach such agreement. Should an Escrow Agreement already exist between the Parties and both Parties agree, the existing Escrow Agreement may be amended, if necessary, to facilitate the obligations described herein. As a condition precedent for the City to solicit bids to complete the Work, the Customer shall deposit funds into the Escrow Account in accordance with the terms set forth in this Section. Within thirty (30) days of establishing the Escrow Account, Customer shall deposit the amount identified in Exhibit B into the Escrow Account. Except as otherwise set forth herein, the funds in the Escrow Account shall be used exclusively for the purpose of paying or reimbursing the City for the construction costs associated with the Work. Prior to withdrawing any funds from the Escrow Account, the City shall: (i) submit to Customer's designated representative a disbursement request for the construction costs in the form attached hereto as Exhibit C along with supporting documentation (each a "Disbursement Request") and (ii) obtain Customer's approval for the disbursement. Upon receiving a Disbursement Request, Customer shall within thirty (30) days review the Disbursement Request and determine any amount approved for disbursement, with such approval not to be unreasonably withheld. Each Disbursement Request shall include all invoices to the City and any other supporting documentation reasonably requested by the Customer. A Disbursement Request shall not be considered complete until all such documentation has been provided to the Customer by the City. Any amount approved by Customer upon review of a Disbursement Request may thereafter be withdrawn from the Escrow Account and paid to the City. The construction costs eligible for approval pursuant to a Disbursement Request shall exclude any costs in excess of the contract prices set forth in the applicable construction documents, except insofar as a particular construction document may be amended by any change order that has been approved by the Customer or is otherwise permitted under the terms of this Section. The Customer shall be responsible for all fees charged by the Escrow Agent. At the completion of the Work or upon termination of this Agreement, the Escrow Agent shall return any of the remaining money in the Escrow Account to the Customer. If actual costs of the Work are greater than the amount identified in Exhibit B, then upon notice to Customer and subject to City submitting document of such additional costs, Customer shall within thirty days deposit such incremental amount into the Escrow Account. If this Agreement is terminated, money will remain in Escrow to cover existing obligations that have been incurred but not yet invoiced, and City shall notify Customer in writing promptly after all such obligations have been paid. City shall have no obligation to reimburse Customer for any amounts paid under this Agreement associated with the Work if the City installed installations are used by other customers of the City in the future.

2.13. In performing the Work, the City is making modifications and additions to its own electric system in response to Customer's request for service. The City is not performing any work on any facilities or equipment owned, or to be owned, by Customer.

The Customer, at no cost to the City, is expected to grant or acquire all required easements and/or other access rights necessary for the Work located on the Facility property; and, at the Customer's cost, the City will acquire all required easements and/or other access rights needed for the Work to be performed off of the Facility property.

2.14. At the conclusion of the City's provision of Construction Power under this Agreement, Customer agrees to transfer ownership of the Transformer to City for one-dollar ($1.00 USD) and Customer agrees to disconnect its lines from the Transformer. The anticipated engineering and layout of the Transformer once ownership is transferred to the City will be set forth in Exhibit A. To the extent the Transformer remains on Customer's property, Customer shall grant to City such lease, easement, or transfer of property for the cost of one-dollar ($1.00 USD), with City retaining the ultimate right to decide whether to leave the Transformer at the same location on Customer's property or to relocate the Transformer to a new location. If the Transformer is to be moved after the conclusion of the City's provision of Construction Power under this Agreement, Customer shall pay for all disconnection and decommissioning costs.

2.15. Customer may install non-emergency onsite generation that is not electrically connected to the City's system, provided, however, that the Customer takes all reasonable steps to ensure that such onsite generation does not negatively affect City's electrical facilities or otherwise pose an unnecessary safety risk for the City or other residents or businesses in the City. Customer shall obtain City's written consent and enter into an interconnection agreement that includes, among other items, sufficient safety guarantees to the City's system, before Customer would install or operate any onsite generation that is electrically interconnected to the City's system. Customer agrees that its activities at the Facility will comply with all applicable laws including local requirements of the City, subject to the terms governing the "Applicable Rules" in Article V of the Development Agreement dated January 23, 2026 between the City and Customer, which are hereby expressly incorporated herein. Customer further explicitly agrees that, before operating any onsite generation (whether backup or permanent) during the term of the Agreement, it will comply with all applicable zoning regulations of the City, including, but not limited to, those addressing noise, appearance, emissions.

ARTICLE III
PAYMENT AND BILLING

3.1. Minimum Monthly Billing Demand. Customer will be subject to a minimum monthly billing demand as set forth in the Rate Schedule.

3.2. Deposit Requirement – At least 90 days prior to delivery of power under this Agreement, Customer shall pay the City an amount the City estimates equal to three months of electric bills under the Agreement (the "Deposit Requirement"). This amount shall remain on deposit with the City until 90 days after the earlier of (i) the end of the Term and the payment of all capacity and transmission charges associated with Customer's load, or (ii) any earlier termination of this Agreement and the payment of all capacity and transmission charges associated with Customer's load. The amount shall not bear interest. In the event of any Payment Default (as defined below), the City may draw upon the deposited funds to satisfy any such past due payment of Customer, thereby requiring the Customer to pay the City an amount equal to the draw upon the deposited funds. City may, in City's sole discretion, require a reasonable increase in the Deposit Requirement by requesting in writing that Customer provide additional funds to the City such that the amount on deposit with the City is equal to the Deposit Requirement (a "Replenishment Request"). Customer shall provide such funds to the City within 30 days of its receipt of any Replenishment Request.

3.3. Collateral –As security for Customer's post-termination obligation under Section 1.1 of this Agreement and the Rate Schedule as to generation capacity and transmission capacity charges, Customer shall post collateral by the later of (I) 90 days prior to the end of the Term of this Agreement, or (II) 15 days after the receipt of an invoice from the City providing the amount of the Collateral Requirement (as defined below), in an amount equal to the City's reasonable estimate of the generation capacity and transmission capacity costs that will be billed to the City subsequent to the Term but based on Customer's demand during the Term (the "Post Term Collateral Requirement"). The Post Term Collateral Requirement must be provided in the form of a standby, irrevocable letter of credit ("Letter of Credit"). If Customer requests, City may also consider accepting a parental guaranty in a form mutually acceptable to both City and Customer for the Post Term Collateral Requirement. If Customer provides a Letter of Credit to satisfy the Credit Requirement, the Letter of Credit must be issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with the Customer, with a Credit Rating of at least A- from S&P and A3 from Moody's. Such security must be issued for a minimum term of 360 days. The Letter of Credit must be in a format acceptable to and approved by the City. Any obligation under the Post Term Collateral Requirement shall end 90 days after the conclusion of capacity and transmission charges being billed to City associated with Customer's demand during the Term.

Notwithstanding anything to the contrary in this Section 3.3, Customer may satisfy all or part of its obligation to provide the Post Term Collateral Requirement by providing the City with cash in an amount selected by Customer (a "Cash Prepayment"), provided that any Cash Prepayment that is less than the full Post Term Collateral Requirement will result in a commensurate reduction but not elimination of such requirement. If Customer elects to make a Cash Prepayment, the City shall hold such funds in escrow and only apply those funds toward Customer's post-termination payment obligations for generation capacity and transmission capacity as required under the Rate Schedule and under Section 1.1 of this Agreement, until such funds are exhausted. Within thirty (30) days after the City completes billing Customer for such post-termination obligations, the City shall return to Customer any funds remaining from the Cash Prepayment.

3.4. Excise (kWh) Tax – The City shall assess to Customer the excise (kWh) tax imposed under Ohio Revised Code Chapter 5727 and in accordance with the Rate Schedules. Notwithstanding anything in this Section to the contrary, Customer may, if eligible, at Customer's option exercise the ability to self-assess the tax imposed pursuant to this Section and shall notify City upon filing their application to self-assess pursuant to Ohio Revised Code Section 5727.81, as may be amended from time to time.

3.5. Monthly Invoices – Bills for the service provided hereunder shall be rendered monthly and shall be paid within 10 days of the date the bill is rendered to Customer. The amounts shall be considered paid when actually received by the City during normal business hours.

3.6. Late Fees – If a bill payment is not received by the City or its authorized agent on or before the specified payment date, City reserves the right to impose a late penalty of five percent (5%) of the amount of the bill which will become due and payable as part of Customer's total obligation.

ARTICLE IV
DEFAULT, REMEDIES, TERMINATION

4.1. Payment Default – In the event Customer fails to make any payment due under this Agreement within ten (10) days after receipt of written notice from the City of such failure, the Customer shall be in default ("Payment Default"). In the event of a Payment Default prior to the end of the Term or the date of any earlier termination of this Agreement, the following procedure shall apply: (a) the City shall deliver to the Customer a written notice of its intention to cut off delivery of electricity to the Facility on or after a specified date, which date shall be at least ten (10) days after the date of the written notice; (b) if the Customer does not by said specified date cure such Payment Default to the City's full satisfaction, the City shall then have the right, without further notice, to cut off the delivery of all electricity for Construction Power to the Facility site; (c) the City reserves the right to continue to withhold the delivery of electricity for Construction Power until such time as such Payment Default has been corrected and any outstanding Replenishment Request is fulfilled to the full satisfaction of the City. Notwithstanding anything to the contrary in this Section 4.1, City shall use the Customer funds on deposit pursuant to Section 3.2 of this Agreement to satisfy any Payment Default and shall not suspend or curtail the delivery of electricity for Construction Power to the Facility site unless there are insufficient funds on deposit to satisfy the Payment Default. Any suspension of service by the City for a Payment Default shall not terminate this Agreement or cancel any payments owed by the Customer to the City, or affect the applicable monthly minimum demand charge for any period during which service is suspended.

4.2. Non-Payment Default – In the event a Party fails to perform any material term or condition of this Agreement, and such failure does not constitute a Payment Default, the non-defaulting Party shall provide written notice to the defaulting Party of such failure. Upon receipt of the written notice from the non-defaulting Party, the defaulting Party shall have thirty (30) days thereafter to cure the breach. If the defaulting Party fails to cure the breach within the applicable thirty (30) day period, the non-defaulting Party may discontinue receiving or providing Construction Power service under this Agreement.

4.3. City Remedies. In addition to the remedies available to the City set forth above, the City may pursue any and all other remedies available to it as a result of a default by the Customer, including without limitation, the recovery of damages.

4.4. Post-Termination Costs – If a termination notice under this Agreement is provided to the City by Customer, any power supply purchases that were entered into by City on the Customer's behalf and at Customer's written request for purpose of serving the Customer under this Agreement shall remain in effect, and any and all costs shall remain the responsibility of and be paid by Customer. Post-termination capacity and transmission costs will remain the responsibility of Customer as set forth herein, and if the Agreement is terminated before the Work is completed, City has no obligation to refund any of the amount for the Work set forth in Exhibit B for obligations that have already been incurred by City.

ARTICLE V
LIMITATION OF LIABILITY

5.1. Disclaimer of Warranties – **ALL WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED BY THE CITY.**

5.2. Limitation of Liability – Neither Party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract; provided that this limitation shall not apply to indemnification claims under this Agreement. It is the intent of the Parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

5.3. No Responsibility for Property. Unless otherwise specified in this Agreement, each Party assumes no responsibility of any kind with respect to the construction, maintenance, or operation of the system or other property owned or used by any other Party.

5.4. City's Liability Limited to AMP Agreement. The Parties acknowledge and agree the provision of service hereunder is intended to mirror the service provided to City by AMP under the AMP Agreement. Notwithstanding anything to the contrary under this Agreement, the liability of City under this Agreement will be limited to the rights and remedies City has the right to, and is able to obtain, pursuant to the AMP Agreement. Without limiting the generality of the foregoing, if AMP does not or is unable to purchase power and energy, the City's liability to Customer shall be limited to the remedies City has and is able to obtain pursuant to the AMP Agreement.

5.5. Indemnity. Customer shall defend, indemnify and hold harmless City and its employees, agents, successors and assigns from and against any liability incurred by the City as a result of Customer's actions under or related to the agreement.

5.6. Change in Law Providing Data Center Benefits to Municipalities. If, after the Effective Date, there is a change in federal or state law which allows a municipality serving large industrial or data center load to receive a financial benefit for serving such load, then the Customer agrees to engage with the City in good faith discussions to see if a change to the then-existing electric service arrangements is feasible to enable such benefits to flow to the City.

5.7. Reimbursement of Costs. Customer recognizes that the City undertook special and unique efforts to address the electric service needs of Customer and incurred substantial costs, including, but not limited to, consultant and legal costs associated with the creation of rate schedules, studies, this Agreement, and a certain franchise agreement related to service after construction power ceases, and Customer agrees to reimburse City for all such expenses. Within 90 days of the execution of this Agreement, Customer shall be presented with an invoice for the costs incurred up until the date the Agreement is executed and shall pay such invoice within 30 days. Periodically after the execution of this Agreement, and if agreed upon by Customer, the City shall invoice Customer for any additional such costs incurred by the City incidental in drafting or administering the Agreement, which shall be due within 30 days of being invoiced. This provision shall survive the term of the Agreement.

ARTICLE VI
MISCELLANEOUS

6.1. Right of Access – Duly authorized representatives of the City shall be permitted to enter the Customer's premises at all reasonable times in order to carry out the provisions hereof, with prior notice to Customer. Any such representatives entering Customer's premises shall comply, except in emergency situations, with Customer's written protocols for construction safety and onsite safety, including any escort requirements while on the premises.

6.2. Amendment – Throughout the Term of this Agreement, the City and Customer may meet from time to time to discuss business matters of mutual interest, including the Customer's current and projected electrical power requirements. As a result of such discussions, the City and Customer may mutually agree to amend certain provisions of this Agreement. Any such amendment will become effective only upon the execution of an agreement in writing signed by both the City and the Customer; provided, however, that such amendment shall not change in any way the terms and provisions of this Agreement not specifically addressed in that amendment.

6.3. Agency – In order to promote efficient and economical transactions pursuant to this Agreement, the Parties agree that the Customer may designate City as its agent for purposes related to the provision of economical and reliable power and other services to the Customer hereunder; provided, City in such appointment may designate AMP as

Customer's agent. Said designation shall be in writing and shall be specific as to the type of transactions contemplated thereunder.

6.4. Assignment – The terms, provisions, covenants and conditions of this Agreement and the rights and obligations of the Parties hereto shall not extend to, inure to, bind, be transferred to or vest in the successors or assigns of either Party other than by operation of law, unless the prior written consent of the other respective Party or Parties shall be obtained such written consent to not be unreasonably withheld, conditioned or delayed. Notwithstanding the immediately foregoing sentence, Customer may assign this Agreement to an affiliate of Customer without City's prior consent provided the affiliate assignee provides any security required under this Agreement to City prior to the assignment. The assigning Party shall have no further obligations under this Agreement upon the effective date of any assignment made under this Section 6.4 provided the assignee agrees in writing to assume the obligations of the assigning Party under this Agreement.

6.5. Waivers – Any waiver at any time by either Party hereto of its right with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or any other matter.

6.6. Complete Agreement – Except as otherwise expressly provided for herein, this Agreement constitutes the complete agreement of the Parties with respect to the services and products to be furnished hereunder. The Parties recognize, however, that City's ability to perform the obligations imposed by this Agreement may be contingent upon the receipt of power and/or other products and/or services pursuant to other agreements (including the AMP Agreement), and revisions to, or the operation of the terms and conditions of, such other agreements may give rise to circumstances which, in order to carry out the intent of this Agreement may require the amendment or revision of this Agreement. Acquiescence to such amendment or revision of this Agreement shall not be unreasonably withheld by any Party.

6.7. No Representations – This Agreement is wholly dependent on City's ability to secure electric power and energy to provide to Customer. City makes no representations to Customer, and Customer has no expectations beyond the service of electric power and energy which City has contracted with or will contract with AMP to provide.

6.8. Force Majeure – If the supply of electric power and energy shall fail or be interrupted or be reduced or become defective through Force Majeure (as defined below), City shall not be liable therefor or for damages caused thereby and such events shall not constitute a breach of the City's obligations hereunder. The failure of the Customer to receive electric power and energy because of any of the aforesaid conditions shall not relieve the Customer of its obligations to make payments to the City for electric power made available by the City pursuant to this Agreement but only to the extent the City incurs charges or other costs; however, in such circumstances the City shall cause AMP to make all reasonable efforts to reschedule, sell or otherwise attempt to make arrangements that will be passed through the City for the benefit of Customer and which would avoid or mitigate Customer's payments for power and energy which are not so made available. For purposes of this

Agreement, the term **"Force Majeure"** shall mean any cause beyond the control of the City or the Customer, including but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, pestilence, war, riot, civil disturbance, labor disturbance, sabotage, and restraint or action by court or public authority, which by due diligence and foresight City, as the case may be, could not reasonably have been expected to avoid; provided, however, that the Party suffering such disability shall use due diligence to remove the same with all deliberate speed and provided further, however, that nothing contained herein shall be construed to require a Party to settle a labor dispute.

6.9. Choice of Law – This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the Parties hereto agree that any dispute or other matter arising out of the interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Miami.

6.10. Captions – The headings in this Agreement are for the convenience of the Parties hereto and shall in no way affect the construction or interpretation of this Agreement or any part hereof.

6.11. Notice – Any notice required or permitted to be given under this Agreement shall be given in writing and shall be deemed to have been given when delivered by hand or when transmitted by one of the following means: first class United States mail, postage paid; overnight deliver; or e-mail. If to the City, notices shall be addressed to:

If to the City To:	City of Piqua Attention: City Manager 201 West Water Street Piqua, Ohio 45356 E-mail: rbyron@piquaoh.gov
With a Copy To:	City of Piqua Attention: Law Director 201 West Water Street Piqua, Ohio 45356 E-mail: jstiltner@piquaoh.gov
and, if to the Customer, at:	Vorys, Sater, Seymour and Pease LLP ATTN: Michael Settineri 52 E. Gay Street Columbus, OH 43215 mjsettineri@vorys.com

6.12. Counterparts – This Agreement may be executed in one or more counterparts, each of which will be an original but all of which, taken together, will constitute only one legal instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., Approved By Legal

www.docusign.com) or other similar transmission method and any counterpart so delivered shall be deemed to have been duly and validly executed and delivered and be valid and effective for all purposes.

6.13. Further Assurances – The Parties will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such instruments, and take such other action, as may be necessary or advisable to carry out their obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names to duplicates hereof on the day and year last aforesaid.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW]

INB3962252 Approved By Legal

J5, LLC d/b/a Shaytura LLC

By: Pamela A. Gregorski

Printed Name: Pamela A. Gregorski
Title: President
Date: [___July______] [_22_], 2026

INB3962252 Approved By Legal

CITY OF PIQUA

By: R Byron

Printed Name: Rick Byron
Title: Interim City Manager
Date: [August] [3], 2026

Authorized by Piqua City Commission Resolution No. 80-26 Approved [JULY] [7], 2026.

Approved as to form:

By: Jessie Stiltner
Jessica Stiltner, Law Director

INB3962252

Approved By Legal

R.C. 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Fiscal Officer of the City of Piqua, Ohio (the "**City**"), hereby certifies in connection with the Electric Services Agreement entered into between the City and ______________, dated as of [___________] [__], 2026, that:

The amount ($0.00) required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 2026, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this [__] day of [________], 2026.

____
Fiscal Officer

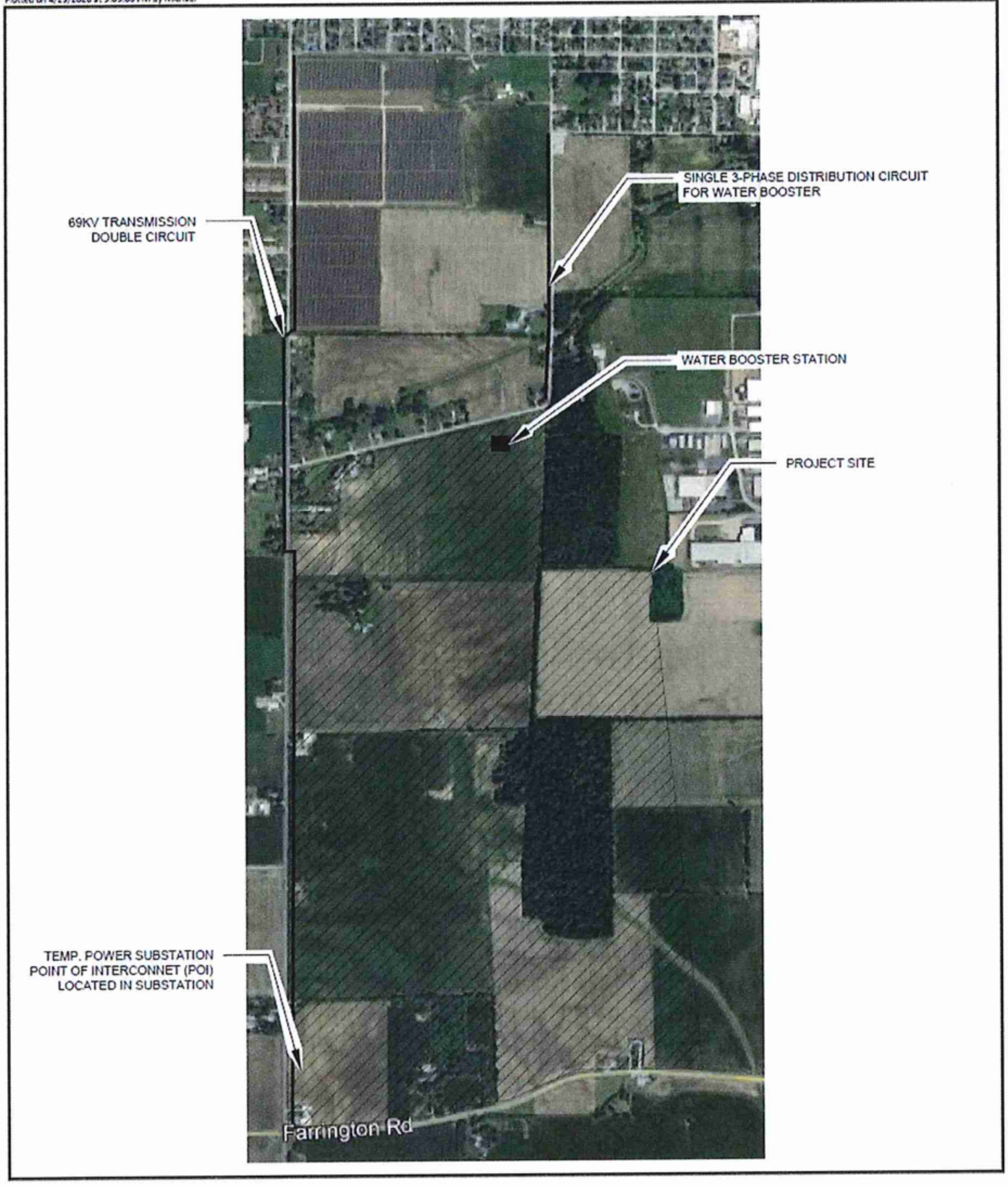
Dated: [_______] [__], 2026

INB3962252

EXHIBIT A to Electric Services Agreement

Point of Interconnection

Plotted on 4/29/2026 at 3:05:06 PM by Michael



THE SITE POWER EXTENSION
PIQUA ELECTRIC MUNICIPAL
WASHINGTON ROAD
PIQUA, OHIO

04/29/26	
MTA	
25-0972	
EX-A.1	

ENCOMPASS
ENGINEERS·ARCHITECTS·POWER
PH. 419.427.1519
ENCOMPASS-EA.COM
407 WEST MAIN CROSS ST.
FINDLAY, OH 45840

110061683v2

INB3962252

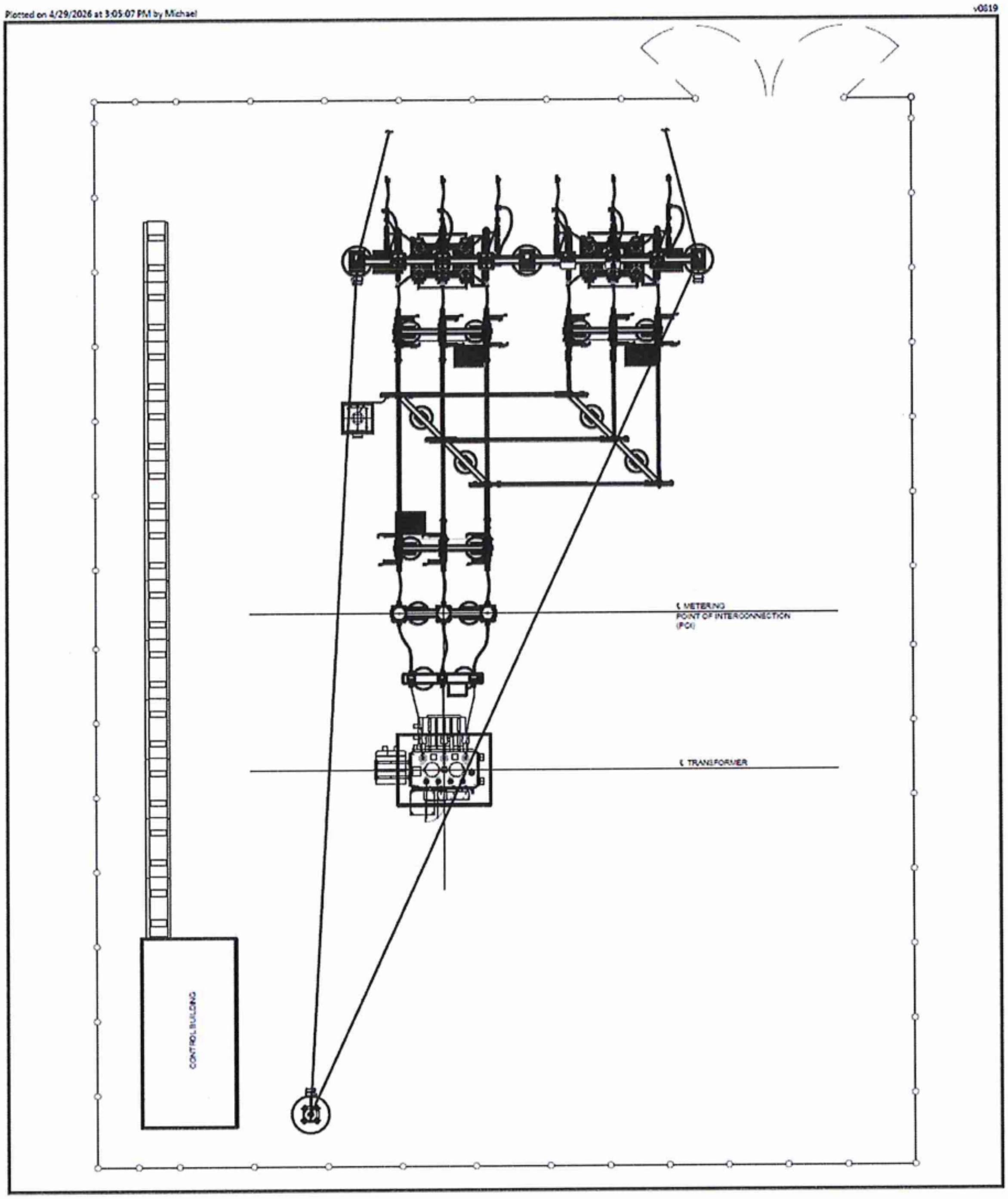
Approved By Legal

EXHIBIT A to Electric Services Agreement

Point of Interconnection

Plotted on 4/29/2026 at 3:05:07 PM by Michael

v0819



THE SITE POWER EXTENSION
PIQUA ELECTRIC MUNICIPAL
WASHINGTON ROAD
PIQUA, OHIO

04/29/26
MTA
25-0972
EX-A.2

ENCOMPASS
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PH. 419.427.1819
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407 WEST MAIN CROSS ST.
FINDLAY, OH 45840

110061683v2

INB3962252

Approved By Legal

EXHIBIT B to Electric Services Agreement

Scope of Work

Development Related Cost Estimating							
Scope No.	Project Name	Construction Est.	Design Fees	Property Acq. Fees	Construction Oversight/ Inspection (10% Constr. Est)	Total Fees	Project Description
Scope 1	Construction Power - Washington Rd	$3,050,000	$274,500		$91,500	$3,416,000	2 Miles of 69 kV Transmission line, Fiber, etc. 7 Steel Poles Self Supporting.
Scope 1	Booster Station - Drake Rd Build	$192,000	$17,280		$5,760	$215,040	
Scope 2	Relay and control upgrades - existing substations	$38,000	$15,000		$20,000	$73,000	New Protective Relays, Settings, Testing
Scope 3	Breaker and Protection at Construction Power Site	$1,010,000	$90,900		$50,500	$1,151,400	69 KV Breaker, Metering and Relays/Controls at Site Power Locaton - Permanent Station Design
Scope 4	Power Transformer	BY OTHERS	$24,000		$29,000	$53,000	Specifications, Testing
Scope 5	Fiber Optic Cable for station relay equipment	$200,400	$18,036		$6,012	$224,448	Overhead Fiber Cable
Total		$4,490,400	$439,716		$202,772	$5,132,888	

110061683v2

INB3962252

Approved By Legal

EXHIBIT C to Electric Services Agreement

FORM OF
DISBURSEMENT REQUEST

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

Re: Disbursement Request No. _____ for Construction Costs of Electric Power Improvements (this "Disbursement Request")

J5 LLC d/b/a Shaytura LLC ("J5") and the City of Piqua ("the City") are parties to that certain Electric Services Agreement dated as of the ______ day of ______________, 2026 (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meaning given in the Agreement. This Disbursement Request is given pursuant to the Agreement.

1. The City hereby requests disbursement from the Escrow Account in the amount of $_____________. This request includes $___________ in Eligible Costs.

2. The proposed date for the requested disbursement is [_____, 202_].

3. Attached hereto is the scope of work, invoice or other similar documents that details the work that will be or has been completed in connection with the requested disbursement.

4. J5 shall have thirty (30) days to review this Disbursement Request. If additional information is reasonably required to review this Disbursement Request, J5 may request such additional information from the City, in which case J5 shall have thirty (30) days review this Disbursement Request from the date that such additional information is provided by the City.

5. Any amount of this Disbursement Request approved by J5 shall be eligible for disbursement to the City from the Escrow Account.

Requested by City of Piqua

By: _________________________________
Name:_______________________________
Title:________________________________

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

Amount Approved: ________________________

By: _________________________________
Name:_______________________________
Title:________________________________