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Special Meeting

I. Call to Order – Roll Call – Pledge of Allegiance

II. Remarks from Visitors*

III. Ordinances and Resolutions

Bill No. 4876 - An ordinance of the City Council of the City of Festus, Missouri, to approve an Infrastructure Development and Funding Agreement with CRG Acquisition, LLC; incorporating such agreement by reference; and establishing an effective date.

IV. Adjourn

*For Remarks of Visitors at a special meeting, the Festus City Code requires that $\frac{3}{4}$ of the City Council approve a motion to add an agenda item for public comment. Mayor Richards intends to ask the Council for a motion to allow up to 2 hours of public comment, with 5 minutes per speaker, at the outset of the meeting. Six members of the Council must vote in favor of the motion in order to add an agenda item. The City of Festus' Rules of Decorum shall apply to all speakers and to members in the audience.

BILL NO. 4876

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FESTUS, MISSOURI, TO APPROVE AN INFRASTRUCTURE DEVELOPMENT AND FUNDING AGREEMENT WITH CRG ACQUISITION, LLC; INCORPORATING SUCH AGREEMENT BY REFERENCE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, § 77.260, RSMo provides that the City Council of the City of Festus may enact and ordain any and all ordinances not repugnant to the constitution and laws of this state, and such as they shall be deemed expedient for the good government of the City, the preservation of peace and good order, the benefit of trade and commerce, and the health of the inhabitants thereof; and

WHEREAS, CRG Acquisition, LLC intends to develop an approximately 361.05+/- acres generally located north of U.S. Highway 67 in the City of Festus, Missouri, and intends to invest a minimum of Six Billion and 00/100 Dollars (\$6,000,000,000.00) in construction costs and personal property during the first project phase; and

WHEREAS, the City has engaged in negotiations with CRG Acquisition, LLC to prepare the Infrastructure Development and Funding Agreement attached hereto as Exhibit A, subject to approval of the City Council; and

WHEREAS, the City Council finds and determines that approval of such Infrastructure Development and Funding Agreement would promote the general health and welfare; would be expedient for the good government of the City, the preservation of peace and good order, the benefit of trade and commerce, and the health of the inhabitants of the City of Festus, Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FESTUS, MISSOURI, AS FOLLOWS:

SECTION I. The City Council of the City of Festus hereby approves an Infrastructure Development and Funding Agreement with CRG Acquisition, LLC, in substantially the form attached hereto as Exhibit A, and incorporated by reference.

SECTION II. The Mayor is hereby authorized and directed to execute the Infrastructure Development and Funding Agreement approved by Section I of this Ordinance. The Mayor, City Administrator, City Clerk, and all other City officials are hereby authorized and directed to sign such documents, and to take such further actions as may be reasonably necessary to carry out the intent of this Ordinance.

SECTION III. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable, and if any section, paragraph, sentence, clause, phrase or word(s) of this Ordinance shall be declared unconstitutional or otherwise invalid, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, phrases and words of this Ordinance since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional or invalid portion of the Ordinance.

SECTION IV. This Ordinance shall be and become in full force and effect from and after the date of its passage by the City Council and the approval of the Mayor.

READ TWO TIMES AND PASSES THIS _____ DAY OF _____, 2026.

President of the City Council

APPROVED THIS _____ DAY OF _____, 2026.

Mayor of the City of Festus

ATTEST:

City Clerk

EXHIBIT A

[*insert Infrastructure Development and Funding Agreement*]

INFRASTRUCTURE DEVELOPMENT AND FUNDING AGREEMENT

THIS INFRASTRUCTURE DEVELOPMENT AND FUNDING AGREEMENT (this “**Agreement**”) is made as of _____, 20____ (the “**Effective Date**”), by and between CRG ACQUISITION, LLC, a _____ limited liability company, and its successors and assigns (collectively, “**Developer**”) and the CITY OF FESTUS, MISSOURI, a municipal corporation of the State of Missouri (the “**City**”).

RECITALS

A. Developer has acquired or has contracts to acquire approximately 361.05+/- acres generally located north of U.S. Highway 67 in the City of Festus, Missouri (the “**Project Site**”) and depicted on **Exhibit A** herein for the development of a new data center project (the “**Project**”), and intends to invest a minimum of Six Billion and 00/100 Dollars (\$6,000,000,000.00) in construction costs and personal property during the first Project phase.

B. Developer and the City desire to enter into this Agreement to set forth the parties’ agreements with respect to, among other things, (i) community development payments by Developer to the City as described in this Agreement, (ii) a payment by Developer to the City of Five Million and 00/100 Dollars (\$5,000,000.00) for the purposes of building a fire station, and (iii) the issuance of Chapter 68 revenue bonds (the “**Chapter 68 Bonds**”) and related tax abatement and sales and use tax exemptions through the Jefferson County Port Authority (the “**Port Authority**”) pursuant to separate agreements between Developer or the proposed end user, which shall be a cloud computing company selected by Developer (the “**Company**”), and the Port Authority (the “**Port Authority Documents**”). This Agreement and the other agreements, ordinances, resolutions, and governmental actions to facilitate incentives, entitlements, financing, or other approvals for the Project, exclusive of the Port Authority Documents, are referred to collectively as the “Project Documents.”

C. The City, on behalf of and for the benefit of the residents of the City, desires to enter into this Agreement to directly address the priorities of its residents and to provide additional direct benefits to the residents of the City through development of needed infrastructure, as such development can reasonably be undertaken during the term of the Chapter 68 Bonds and the Project Documents.

D. As part of the Project, Developer anticipates a number of other matters related to the zoning, subdivision, construction, permitting and development of the Project and related infrastructure that will require the municipal support and cooperation by the City.

E. Subject to the terms of this Agreement, the City desires Developer to advance funds to enable the City to pay certain costs in connection with the Project, and Developer has agreed to advance such funds in accordance with this Agreement.

F. The City Council of Festus, Missouri (the “**City Council**”) has authorized the execution and delivery of this Agreement by Ordinance No. _____.

G. The parties desire to set forth their agreements regarding (i) the community development payments, (ii) the Fire Station Contribution, (iii) the City’s support obligations and vesting commitments, and (iv) other related matters in connection with the orderly development of the Project.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

AGREEMENT

I. Obligations of Developer. Except as expressly set forth in this Agreement as effective upon execution and delivery hereof, Developer shall have no obligation to undertake the Project or to perform any development, construction, funding, payment, or other obligations under this Agreement unless and until Developer or the Company elects to proceed with the Project. Notwithstanding the foregoing, the obligations set forth in Section I.A., Section I.E.1, and Section III shall be effective upon execution and delivery of this Agreement. The Fire Station Contribution obligation shall become effective only as expressly set forth in Section I.C.

A. Development of the Project; Infrastructure and Utilities.

1. Infrastructure and Utilities.

(i) Subject to Developer's written election to proceed with the Project, which shall be received by the City no later than sixty (60) days after approval by the Port Authority of the Port Authority Documents, Developer shall be responsible for designing, constructing, and/or funding those on-site and off-site infrastructure improvements, utility extensions (the Utility Public Improvements are governed by Section I.F.), roadway improvements, and other public improvements, including, but not limited to, repairing and repaving of roads caused by Developer's activities, that are (a) expressly required by the final Approved Entitlements or other final, non-appealable permits and approvals for the Project, (b) specifically attributable to the Project under applicable law, and (c) reasonably necessary to serve the Project as contemplated by the Approved Entitlements (collectively, the "**Public Improvements**"). The planning, approval, construction, dedication, acceptance, and service obligations relating to potable water, non-potable process water, wastewater treatment, and related water infrastructure shall be governed exclusively by Section I.F.

(ii) Notwithstanding the foregoing, Developer shall not be obligated under this Agreement, including to construct, fund, or reimburse the City for any improvement except to the extent (i) such improvement is required under applicable law as a condition to the Approved Entitlements or other final permits for the Project and is proportionate to the impacts of the Project, or (ii) such improvement is expressly required pursuant to Section I.F. The City shall not condition any approval for the Project on Developer's agreement to fund or construct improvements that are not specifically attributable and reasonably necessary for the Project.

(iii) Except with respect to the Utility Public Improvements governed by Section I.F., the Public Improvements shall be designed and constructed in the manner and timeframe reasonably determined by Developer with the mutual assent of the City, consistent with the sequencing and phasing of the Project, and in accordance with applicable laws, rules, and regulations, including, but not limited to: (i) the City's minimum specifications and requirements as stated in the Festus City Code, in effect as of the Effective Date ("**City Standards**"), and (ii) design specifications of Missouri Department of Transportation ("**MODOT**") with respect to any portion of the road and intersection improvements affecting roadways within MODOT's jurisdiction. The parties acknowledge that such

responsibilities are separate from, and in addition to, any Community Development Payments described herein.

2. Easements and rights-of-way.

(i) Developer shall use commercially reasonable efforts to acquire, by dedication, purchase, or otherwise, those easements and other property interests reasonably necessary for the construction, installation, and maintenance for the Public Improvements. The City shall reasonably cooperate with Developer in identifying the form of conveyance or dedication reasonably acceptable to the City or other applicable public entity. The City and Developer acknowledge that such property rights for the rights-of-way are expected to be acquired via Developer's purchase (and subsequent dedication to the City) of perpetual, non-exclusive, right-of-way easements. Developer shall secure such rights-of-way and interests in a manner and form reasonably acceptable to the City and shall deliver to the City recordable instruments conveying or dedicating such rights-of-way and interests to the City or to the appropriate public entity. Developer further agrees to convey or dedicate such rights-of-way and interests free and clear of all liens and encumbrances except those identified and approved by the City or appropriate public entity within the instrument of conveyance or dedication.

(ii) If Developer, after using commercially reasonable efforts, is unable to acquire any easement, right-of-way, or other property interest necessary for a Public Improvement that is required by the Approved Entitlements or other final permit or approval for the Project, the parties shall cooperate in good faith to identify a commercially reasonable alternative design, alignment, phasing approach, or other solution that permits the Project to proceed. The City shall not unreasonably withhold, condition, or delay its cooperation with respect to any such alternative.

(iii) The City shall have no affirmative obligation to institute condemnation proceedings; provided, however, that if the City elects not to pursue condemnation or other governmental acquisition assistance for a required off-site improvement and no commercially reasonable alternative is available, Developer shall not be deemed in default under this Agreement for failure to complete the affected Public Improvement unless and until the parties otherwise agree in writing on an alternative means to satisfy such requirement.

3. Work on rights-of-way and Public Improvements. Developer shall indemnify, defend, and hold harmless the City and its officers, officials, employees, and agents from and against third-party claims, damages, liabilities, costs, and expenses, to the extent arising out of:

(i) the acquisition (by purchase, dedication, condemnation, or otherwise) of any rights-of-way or other property interests for the Public Improvements;

(ii) the construction, installation, or repair of the Public Improvements by or on behalf of Developer or the Company; or

(iii) any claim, action, or proceeding alleging condemnation, eminent domain, inverse condemnation, temporary taking, regulatory taking, or any other

deprivation of property rights in connection with the acquisition of such rights-of-way or interests or the construction or installation of the Public Improvements.

Notwithstanding the foregoing, Developer shall have no obligation to indemnify any City indemnified party for any claim to the extent resulting from the negligence, gross negligence, or willful misconduct, or breach of this Agreement by such City indemnified party, or from the ownership, operation, maintenance, repair, or condition of any Public Improvement after its acceptance by the City or other appropriate public entity. This indemnification obligation shall apply (i) only with respect to matters that occurred prior to the date of conveyance or dedication of the applicable Public Improvement to the City or appropriate public entity, and (ii) regardless of whether the claim is asserted by a third-party property owner, a tenant, or any other person or entity.

4. Environmental Compliance. Developer shall comply with all current local, state, and federal environmental standards applicable to the Project.

5. Electric Service. Developer shall enter into a binding agreement with Union Electric Company d/b/a Ameren Missouri, or any successor electric utility provider serving the Project Site, which agreement shall provide that Developer shall be solely responsible for all energy usage for the Project and for all costs of any expanded energy infrastructure required to serve the Project.

6. Noise and Light. Developer shall comply with all applicable noise and light ordinances of the City, including Sections 405.560 and 405.185 of the Festus City Code. Developer shall adhere to Tier 4 generator standards of the Environmental Protection Agency, with a priority for natural gas or low-sulfur diesel.

7. Construction Access; Traffic Improvements. U.S. Highway 67 shall serve as the primary construction access route for the Project, and Route CC shall serve as a secondary access route solely for limited construction-related activity along Route CC, in coordination with the City and subject to applicable governmental approvals. Developer shall be solely responsible for, and shall pay, all costs associated with construction access to the Project, including all traffic control costs and repair of any access routes, subject to mutual review and approval by Developer and the City of the scope and cost thereof.

B. Community Development Payment.

1. Amount; Term.

(i) Beginning in Abatement Year 1 and continuing through Abatement Year 5, Developer agrees to provide to the City or a mutually agreeable designee selected amongst the Parties an annual community development payment in the amount of Three Million and 00/100 Dollars (\$3,000,000.00) per year.

(a) For purposes of this Agreement, “**Abatement Year 1**” means the first full tax year commencing after the date the City issues the first certificate of occupancy for the Project, as contemplated by the Port Authority Documents. Each successive full tax year thereafter during which Developer or the Company receives a personal property tax abatement pursuant to the Port Authority Documents shall be referred to

herein, respectively, as “**Abatement Year 2,**” “**Abatement Year 3,**” and so on.

(ii) Beginning in Abatement Year 6 and continuing through Abatement Year 10, Developer agrees to provide to the City or a mutually agreeable designee selected amongst the Parties an annual community development payment in the amount of Five Million and 00/100 Dollars (\$5,000,000.00) per year (each, a “**Community Development Payment**”).

(iii) Notwithstanding anything herein to the contrary, no Community Development Payment shall be due to the City if the Project does not receive a personal property tax abatement pursuant to the Port Authority Documents.

2. Use. The City shall have sole discretion regarding the use of the Community Development Payment; provided, however, that the City shall use the Community Development Payment for purposes intended to benefit the community. Developer and any Permitted Transferee, including the Company, will not be responsible or liable for any use, distribution, or failure to use or distribute the proceeds of any Community Development Payment made to the City.

3. Timing. Notwithstanding anything herein to the contrary, the Community Development Payment attributable to Abatement Year 1 shall be paid on or before the date that is sixty (60) days following commencement of construction of the Project, whether or not Abatement Year 1 has then commenced. Thereafter, each subsequent Community Development Payment shall be paid on or before the date that is thirty (30) days after the first day of the applicable Abatement Year. The Community Development Payments are separate from, and in addition to, any PILOT Payments, if any, expressly payable under the Port Authority Documents.

4. Method of Payment. Unless otherwise agreed by the parties in writing, each Community Development Payment shall be paid by wire transfer of immediately available funds to an account designated in writing by the City. The City shall provide Developer with written wiring instructions not less than ten (10) business days prior to the applicable payment date.

C. **Fire Station Contribution.**

1. Contribution Amount. Developer agrees to pay to the City in an aggregate amount not to exceed Five Million and 00/100 Dollars (\$5,000,000.00) (the “**Fire Station Contribution**”) for the City’s planning, design, engineering, permitting, site preparation, construction, and equipping of a new fire station facility.

2. Timing. The Fire Station Contribution shall be paid by Developer in a single lump sum on or before the commencement of vertical construction for the Project.

3. City Control. The City shall have sole responsibility for procurement, contracting, construction means and methods, and ownership/operation of the fire station facility; provided that the City shall use commercially reasonable efforts to pursue the project in good faith. Developer shall have no right to control design or construction, and no liability for the City’s construction activities.

4. Method of Payment. Unless otherwise agreed by the parties in writing, the Fire Station Contribution shall be paid by wire transfer of immediately available funds to an account designated in writing by the City. The City shall provide Developer with written wiring instructions not less than ten (10) business days prior to the applicable payment date.

D. Ridge Avoidance.

1. Commitment. Developer shall not develop on the ridge located in the northeast corner of the Project Site, as depicted on Exhibit B attached hereto (the “**Ridge Area**”). No primary structures or other vertical improvements shall be constructed within the Ridge Area, and no mass grading, land clearing, or earthwork operations shall be conducted within the Ridge Area; provided, however, that the foregoing shall not prohibit: (i) minor grading or clearing reasonably necessary for geotechnical investigation, environmental testing, or soil borings; (ii) installation of temporary access paths or survey monuments; (iii) utility locates or subsurface exploration; (iv) stormwater or drainage management improvements located at the perimeter of the Ridge Area; (v) erosion control measures; (vi) emergency vehicle access; (vii) underground utility corridors crossing the Ridge Area to serve the remainder of the Project Site; and (viii) perimeter fencing; provided further that any such permitted work shall not permanently alter the topography or vegetative character of the Ridge Area in any material respect.

2. Site Plan. The final site plan submitted for City review and approval will reflect the avoidance of the Ridge Area consistent with Exhibit B, subject to the limited activities expressly permitted in Section I.D.1.

E. Payment of Costs.

1. Preliminary Funds. Concurrently with the execution and delivery of this Agreement by all parties, Developer shall pay to the City One Hundred Thousand and 00/100 Dollars (\$100,000.00) as an initial deposit against costs incurred by City with respect to the Project. Within ten (10) business days following the execution and delivery of this Agreement by all parties, Developer shall enter into a preliminary funding agreement with the City providing for funding of costs incurred by City with respect to the Project in an aggregate amount of up to Five Hundred Thousand and 00/100 Dollars (\$500,000.00), inclusive of such initial deposit (the “**Preliminary Funds**”). Thereafter, until the Preliminary Funds have been exhausted, the City may submit to Developer monthly invoices for reimbursement of actual costs City incurred in connection with the Project, and Developer shall pay each such invoice within thirty (30) days after receipt; provided, however, that the aggregate amount payable under this Section I.E.1 shall not exceed the remaining balance of the Preliminary Funds.

F. Utility Public Improvements.

1. Developer Construction Obligations.

(i) Developer shall design, construct, install, and/or fund, at Developer’s sole cost and expense, all water and sewer improvements, utility extensions, mains, connections, and other related infrastructure reasonably required for the development of the Project by the Approved Entitlements or other final permits and approvals for the Project (collectively, the “**Utility Public Improvements**”),

subject in each instance to mutual review and approval by Developer and the City of the scope and cost thereof.

(ii) Subject to the mutual review and approval by Developer and the City of the scope and cost thereof, Developer shall purchase water exclusively from the City to the extent that the City can supply water at the volumes and pressures, and by the date or dates, required to meet the Project's build-out schedule, as determined by the parties' mutual engineering consultants. Developer shall only seek water from a third-party to satisfy additional volumes and pressures determined by the parties' mutual engineering consultants that City is unable to provide. Developer and Company shall not construct or use wells for private use to serve the Project. Notwithstanding the foregoing, the Developer may construct public wells to serve the Project. All water infrastructure constructed by or on behalf of Developer shall meet the City's existing standards for flow and pressure. Developer shall comply with all applicable sewer discharge requirements.

(iii) The Utility Public Improvements shall be constructed in accordance with plans and specifications approved by the Water Department of the City (the "**Water Department**"), and the City and the Water Department shall not unreasonably withhold, condition, or delay any approvals, permits, authorizations, acceptances, or consents necessary to implement the Utility Public Improvements or the Water Infrastructure Plan described below.

2. Good Faith Cooperation; Water Supply. The City and the Water Department shall cooperate in good faith with Developer to identify, evaluate, and implement a comprehensive water supply and wastewater solution sufficient to serve the Project's reasonably anticipated needs as contemplated by the Approved Entitlements, including potable water supply, non-potable process water supply, and wastewater treatment and disposal capacity. Such cooperation shall include, as reasonably requested by Developer, timely review of proposed alternatives, exchange of relevant technical information in the possession or control of the City or the Water Department, participation in planning meetings, and coordination regarding utility service, system capacity, infrastructure design, and implementation sequencing, in each case subject to applicable law.

3. Water Infrastructure Plan. Within one hundred eighty (180) days after the Effective Date, Developer, the City, and the Water Department shall work together in good faith to establish a mutually agreed written plan for water and wastewater infrastructure necessary to serve the Project (the "**Water Infrastructure Plan**"). The Water Infrastructure Plan shall address, as applicable: (a) potable water supply sources; (b) non-potable process water supply sources; (c) wastewater treatment, discharge, reuse, and disposal capacity; (d) required treatment facilities and related utility infrastructure; (e) ownership and dedication of applicable improvements; (f) implementation sequencing and phasing in relation to the Project schedule; (g) maximum gallons per day available to Developer; (h) maximum annual average gallons per day available to Developer, and (i) allocation of costs and responsibilities among the parties. Following approval by the parties, the Water Infrastructure Plan may be amended only by written agreement of Developer, the City, and the Water Department.

4. No Unilateral Material Changes. Neither the City nor the Water Department shall materially modify, revoke, or depart from the agreed Water Infrastructure Plan, or impose requirements materially inconsistent with the agreed Water Infrastructure Plan, without

Developer's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Developer's consent shall not be required to the extent such modification is required by applicable law, by a final non-appealable order of a governmental authority or court of competent jurisdiction, or by objective and demonstrable public health or safety requirements that could not reasonably have been anticipated at the time the Water Infrastructure Plan was approved. In any such event, the City, the Water Department, and Developer shall cooperate in good faith to agree on revisions to the Water Infrastructure Plan that preserve, to the maximum extent reasonably practicable, the intended utility service for the Project and the economic and operational assumptions underlying the Project. Notwithstanding the foregoing, Developer and Company shall at all times be required to comply with applicable regulations in Title VII of the Festus City Code, as amended, related to water and sewer usage, as applicable.

5. Utility Service and Capacity; Project-Limited Obligation.

(i) The City and the Water Department shall provide utility service and system capacity reasonably necessary for the Project as contemplated by the Approved Entitlements and the Water Infrastructure Plan, subject to applicable law and customary utility service requirements.

(ii) If additional infrastructure, plant upgrades, or expansion is required, Developer shall pay for any additional infrastructure or plant upgrades or expansion required for the City and the Jefferson County Water Authority expressly to serve the Project, including engineering, architecture, and other professional fees, subject to mutual review and approval by Developer and the applicable public utility provider as to the scope and cost thereof prior to any such plant upgrade, expansion, or additional infrastructure. In the event that Developer does not approve such scope and costs, City and the Jefferson County Water Authority are under no obligation to provide such additional infrastructure.

(iii) Nothing in this Agreement shall require Developer to fund utility infrastructure materially exceeding the capacity reasonably necessary to serve the Project, except to the extent otherwise expressly agreed in writing by Developer.

6. Cooling Technology; Water Supply Protection. Developer shall utilize advanced cooling technologies for the Project and shall work in good faith with the City to make the Project, including but not limited to water supply protection, acceptable to both parties. Developer shall design, construct, and operate the Project so as to limit any unreasonable impact on the City's water supply, as determined by the City's engineering consultant.

7. Construction, Sequencing, Dedication, and Acceptance. The Utility Public Improvements shall be constructed in the manner, sequencing, and timeframe reasonably determined by Developer, with the mutual assent of the City, consistent with the Project schedule and the Water Infrastructure Plan. Upon completion, required testing, and satisfaction of applicable standards and requirements for public facilities, the Utility Public Improvements intended for public ownership shall be dedicated to and accepted by the Water Department or other applicable utility provider in accordance with applicable law and customary procedures. Such acceptance shall not be unreasonably withheld, conditioned, or delayed.

8. Parallel Water Department Agreement. As a condition to the effectiveness of Section I.F of this Agreement, Developer and the Water Department shall enter into a separate binding letter agreement, in form and substance reasonably acceptable to Developer, the City, and the Water Department (the “**Water Department Letter Agreement**”), setting forth the Water Department’s specific obligations with respect to the identification, evaluation, approval, coordination, implementation, operation, acceptance, and service commitments relating to the water supply, treatment, wastewater, and related utility matters contemplated by this Section I.F and the Water Infrastructure Plan. The City shall cause the Water Department to negotiate, execute, and perform the Water Department Letter Agreement in good faith. The Water Department Letter Agreement shall remain in effect concurrently with this Agreement unless replaced by a subsequent definitive agreement among the applicable parties.

G. Voluntary Residential Buyout Program.

1. Developer shall establish a voluntary buyout program covering the eleven (11) residences on Glenkee Court and the single residence immediately north of the Project Site that is closest to the Project Site.

2. The parties acknowledge that such eligible properties were identified by Developer through a site proximity analysis of residential homes located within one thousand feet (1,000 feet) of the nearest planned active data center building, and that such analysis identified twelve (12) residences meeting that criterion. If final building placement results in any additional residential property being located within one thousand feet (1,000 feet) of an active data center building, such additional property shall be added to the eligible buyout list.

3. Except for the foregoing adjustment based on final building placement, the buyout program shall remain fixed to the identified buyout list. The buyout program shall commence upon issuance of the first permit for the Project and shall remain open for twelve (12) months after issuance by the City of an occupancy permit for a non-administrative data center building. Developer shall pay the cost of an independent appraisal for each eligible property, and such appraisal shall be obtained from one of a pool of three appraisers based in Jefferson County, Missouri, as identified by Developer. Affected residents may pick from one of these three selected appraisers to conduct an appraisal. Any purchase under the buyout program shall be voluntary and shall be based on the fair market value of the applicable property as of June 1, 2025, plus ten percent (10%), provided that residents subject to the voluntary buyout may elect to utilize a later date for fair market value, at the residents’ election.

H. Certain abatements.

1. Developer hereby agrees that it will not seek or apply for real property abatement from the Port Authority or any other applicable entity, jurisdiction, municipality, or agency.

II. City Support Obligations.

A. In light of Developer’s commitments set forth in this Agreement and the obligations of Developer under the Project Documents and Port Authority Documents, the City shall use good faith efforts to support the Project in all respects.

B. The City will provide all reasonably necessary staff and legal, financial and planning assistance to prepare and negotiate all required documents related to the final approval and implementation of the proposed Project, inclusive of the Project Documents and Port Authority Documents, and to prepare and present resolutions, ordinances or other required documentation necessary for approval and implementation of the Project Documents and Port Authority Documents, and applicable City codes along with reasonably necessary assistance with respect to the financing, zoning, subdivision, construction, permitting and development of the proposed Project.

C. The City will also cooperate and support Developer and the Company with respect to any applications made by Developer or the Company to other parties with respect to the Project, including but not limited to application(s) to the State of Missouri or MODOT for roadway or access approvals, application(s) to the U.S. Army Corps of Engineers for permits (including Section 404 permits, if applicable), application(s) for incentive-related approvals from the State of Missouri (including the Department of Economic Development) as the Developer may request, and coordination with the Port Authority and other governmental entities in connection with the Port Authority Documents.

D. The City acknowledges and confirms that, as of the Effective Date of this Agreement, the Project Site is zoned I-1 (industrial district) (the “**Current Zoning**”) under Title IV, Chapter 405 and other related provisions of the currently existing Festus, Missouri Zoning Code (the “**Zoning Code**”). The parties acknowledge that, as of the Effective Date, the City has not approved, and this Agreement does not constitute or evidence approval of, any site plan, special use permit, rezoning, subdivision action, administrative approval, permit, or other land use entitlement for the Project (collectively, the “**Entitlement Approvals**”). Upon the City’s final approval and issuance of any Entitlement Approvals, such approved and issued Entitlement Approvals shall be referred to herein collectively as the “**Approved Entitlements.**” The City shall process, review, and act upon Developer’s and the Company’s applications for the Entitlement Approvals and other permits and approvals necessary or desirable for the Project in good faith, in an expeditious manner, and consistent with the terms of this Agreement, the Applicable Regulations, and applicable law. Nothing herein shall be construed to require the City to approve any application in violation of applicable law or to waive the City’s lawful discretion, but the City shall not unreasonably withhold, condition, or delay any approval, consent, determination, or action required in connection with the Project.

E. To the fullest extent permitted by applicable law, the City and Developer expressly agree that, as of the Effective Date of this Agreement, the zoning, land use, subdivision, permitting, building, sound, road, utility, and related development standards, regulations, ordinances, codes, rules, policies, practices, and requirements of the City applicable to the Project Site and the Project shall be the zoning, land use, subdivision, permitting, building, sound, road, utility, and related development standards, regulations, ordinances, codes, rules, policies, practices, and requirements in effect on the Effective Date, together with the Current Zoning and, once approved, the Entitlement Approvals and any final approved site plan(s) for the Project (collectively, the “**Applicable Regulations**”). Developer and any Permitted Transferee, including but not limited to the Company, shall have such vested and ongoing rights bestowed by Missouri law or the ordinances of the City to apply for, obtain, and receive review of all Project Applications in accordance with the Applicable Regulations, and, upon approval and issuance of the applicable Approved Entitlements and permits, shall have such vested and ongoing rights bestowed by Missouri law or the ordinances of the City to develop, construct, use, operate, maintain, and complete the Project on the Project Site in accordance with the Applicable Regulations, notwithstanding any Subsequent Changes (as defined below), provided that nothing herein shall be construed as a limitation on the police powers of the City or the legislative authority of the Council to adopt regulations applicable to the Project, subject to the rights vested in Developer pursuant to Missouri law or the ordinances of the City.

1. After the Effective Date, and only with respect to the Project as contemplated by this Agreement and authorized by the Approved Entitlements, any amendment, repeal,

replacement, reinterpretation, policy change, moratorium, or new enactment of or to the Applicable Regulations, or any new or revised City law, ordinance, code, regulation, rule, standard, policy, practice, or requirement, whether legislative, administrative, or otherwise (collectively, “**Subsequent Changes**”), that would prohibit, materially delay, materially burden, or otherwise materially impair the ability to apply for, obtain approval of, proceed with, construct, complete, use, occupy, or operate the Project as contemplated by this Agreement, the Approved Entitlements, and the Applicable Regulations, shall not infringe on any vested rights bestowed by Missouri law or ordinances of the City of the Developer and any Permitted Transferee shall have the right to proceed in accordance with the Applicable Regulations notwithstanding any such Subsequent Changes. No Subsequent Changes shall be deemed to terminate any lawful non-conforming use with respect to the Project, or vested right bestowed to Developer or Company by Missouri law or ordinances of the City.

2. Any application, request, submittal, resubmittal, amendment, plat, plan, permit application, or other request for approval submitted for the Project after the Effective Date, including any application for zoning approval, subdivision approval, site plan approval, grading permit, building permit, utility permit, roadway or access approval, or any other land use or development approval (collectively, “**Project Applications**”), shall be submitted to, processed by, reviewed by, and acted upon by the City in conformity with the Applicable Regulations, irrespective of any Subsequent Changes that impair vested rights bestowed to Developer under Missouri law or ordinances of the City, unless the work, use, or approval described in the applicable Project Application would effectuate a substantial change to the maximum building height, building locations, ingress/egress, or utility configurations reflected in the Approved Entitlements or otherwise contemplated by this Agreement and the Applicable Regulations (a “**Substantial Deviation**”). The City shall not apply any Subsequent Changes that impair vested rights bestowed to Developer under Missouri law or ordinances of the City through revised interpretations, staff comments, policies, checklists, review practices, or administrative positions in a manner that would require a Project Application to comply with standards other than the Applicable Regulations.

3. Should the City determine that a Project Application contains a Substantial Deviation, the City shall notify the Developer in writing of the specific basis for such determination, and Developer shall be entitled to revise such application to correct the Substantial Deviation or to withdraw the application without prejudice. Alternatively, the determination of a Substantial Deviation may be appealed by the applicant in accordance with Chapter 405 of the Zoning Code, to the extent applicable, as part of the Applicable Regulations.

4. To the extent any permits or approvals are issued for the Project, the parties acknowledge and agree that the validity period of each such permit or approval shall be governed by the terms of the applicable permit or approval and the Applicable Regulations. Developer may request extensions, renewals, amendments, or replacements of any such permit or approval to the extent permitted under such codes, permit terms, and the Applicable Regulations, supported by evidence of Developer’s diligent efforts to prosecute the work, and the City shall process such requests in accordance with the Applicable Regulations and its generally applicable procedural requirements that do not materially conflict with the rights granted herein.

5. The obligations of the City under this Section are intended to preserve Developer's and any Permitted Transferee's rights to apply for, obtain, develop, construct, use, operate, and complete the Project under the Applicable Regulations as in effect on the Effective Date; provided, however, that nothing in this Agreement constitutes a waiver of the City's police powers or discretion with respect to matters not inconsistent with this Agreement. Except as expressly provided herein, the Project shall remain subject only to: (i) uniformly applicable building and fire code updates required by state or federal law for health and safety, but only to the extent such updates do not materially change the permitted uses, density, intensity, maximum building height, layout, infrastructure assumptions, or other fundamental design parameters of the Project; (ii) fee adjustments of general applicability adopted after the Effective Date that do not materially and disproportionately burden the Project or function as a prohibition on the Project; and (iii) laws, regulations, or requirements mandated by state or federal preemption that the City is legally required to enforce after the Effective Date. Any such application shall be narrowly construed and shall not be used to frustrate, diminish, or impair the rights granted herein.

6. In the event of any conflict between the provisions of this Section and any other provision of this Agreement, this Section shall control with respect to the vesting, processing, review, and applicability of the Applicable Regulations to the Project.

7. The Parties hereby expressly agree that the Developer has incurred substantial investment in the development of the Project and the Project Site, including but not limited to the following investments:

- (i) Contracts for the acquisition of real property, including non-refundable earnest money deposits;
- (ii) Title work and surveys;
- (iii) Environmental reports;
- (iv) Wetlands reports;
- (v) Geotechnical reports;
- (vi) Traffic studies;
- (vii) Engineering, architectural and design consultant fees;
- (viii) Attorneys fees;
- (ix) the Contractual obligations of Developer in this Agreement, including the reimbursement of the Preliminary Funds;
- (x) Contractual obligations for power commitments;
- (xi) Preconstruction costs and expenses; and
- (xii) Application fees and Project entitlement costs.

Further, the Parties expressly agree that the Developer has relied, in good faith, on City's approvals for annexation of the Project Site into the City limits, rezoning of the Project Site to an industrial use, and the permitted use of a data center pursuant the City's ordinances.

F. Personal Property Tax Abatement

1. Terms. The City acknowledges and agrees that the Port Authority Documents are intended to implement the following personal property tax abatement and payment structure (the "**Abatement Schedule**"):

(i) For Abatement Years 1 through 5, one hundred percent (100%) abatement of personal property taxes;

(ii) For Abatement Years 6 through 15, ninety-five percent (95%) abatement of personal property taxes with a PILOT Payment equal to five percent (5%) of the taxes otherwise due; and

(iii) For Abatement Years 16 through 25, seventy-five percent (75%) abatement of personal property taxes with a PILOT Payment equal to twenty-five percent (25%) of the taxes otherwise due.

2. The City shall use good faith efforts to cooperate with Developer and the Company, and, to the extent within the City's lawful authority, with the Port Authority, to facilitate the approval, execution, implementation, and maintenance of the Abatement Schedule. The City shall not take, or fail to take, any action the primary purpose or effect of which is to materially frustrate the Abatement Schedule, subject in all respects to applicable law and any required approvals of the Port Authority.

3. Any payments in lieu of taxes payable in connection with the Abatement Schedule, pursuant to the Port Authority Documents (collectively, the "**PILOT Payments**"), shall be paid in the amounts and at the times provided in the Port Authority Documents. The Community Development Payments described in Section I.B are contractual payments payable directly to the City under this Agreement and are separate from, and shall not be deemed, PILOT Payments.

4. No PILOT Payment will be due if the Project does not receive a personal property tax abatement pursuant to the Abatement Schedule and the Port Authority Documents.

G. The City shall timely process, in the ordinary course and consistent with the Applicable Regulations, all other permits, approvals, and inspections necessary for the Project once requested or submitted by Developer.

H. The City acknowledges and agrees that (i) Developer is entering into this Agreement, and proceeding with the Project, in material reliance upon the City's representations, covenants, approvals, obligations, and other commitments set forth herein (the "**City Commitments**"), and the City further acknowledges that Developer would not have entered into this Agreement, incurred related costs, or undertaken related obligations but for its reasonable reliance on the City Commitments. The City agrees that it will not take or omit to take any action that would materially and adversely impair Developer's or any Permitted Transferee's rights or reasonable reliance under the City Commitments, including the

vesting, regulatory-freeze, and application-processing rights set forth herein. This acknowledgment and agreement is intended to be given full effect under Missouri law.

I. The City shall use Preliminary Funds and other funds required under this Agreement (collectively, the “**Funds**”) paid by Developer, only to apply to Developer’s obligations hereunder to pay (either directly or by reimbursement to the City) for the costs incurred by the City in connection with the Project. The parties acknowledge and agree that charges for professional services fees and expenses will be based on rates established in current engagements between such professionals, including the City Attorney, in effect as of the date hereof, or, if not currently in effect, such reasonable rates to which the City may subsequently agree.

J. Notwithstanding anything to the contrary herein, neither the City, nor any party paid from the Funds, shall have any obligation to refund any Funds or other costs incurred by City with respect to the Project to Developer, except as provided in Section III hereof to the extent of any excess funds remaining after the payment of expenses of the City.

III. Termination.

A. Project Termination.

1. A “Project Termination” shall be deemed to have occurred upon the occurrence of any of the following:

(i) the City makes a final written determination rejecting the Project or any material Project Document, or otherwise materially breaches this Agreement by failing or refusing to take material actions expressly required of it under this Agreement to support implementation of the Project or the Project Documents, after good faith discussions by the Parties, and such failure, refusal, or breach remains uncured for fifteen (15) days after written notice from Developer describing such breach in reasonable detail;

(ii) Developer elects not to proceed with the Project and provides written notice of this election to City which shall be effective upon delivery; or

(iii) the parties mutually agree in writing to terminate further consideration or implementation of the Project.

B. **Notice.** Following the occurrence of a Project Termination, either party may terminate this Agreement by delivering to the other party written notice of termination describing the basis for such termination. Unless the parties agree otherwise in writing, termination under this Section III.B shall be effective fifteen (15) days after delivery of such notice.

C. **Refund.** Notwithstanding anything to the contrary stated in this Agreement, in the event of a termination of this Agreement under this Section, or in the event development of the Project has been concluded and the City has not expended all of the Funds or other costs incurred by City with respect to the Project advanced to City by Developer, the City shall refund to Developer the unexpended balance of the Funds within ten (10) days after ascertainment and payment by the City of all fees and expenses incurred by the City in connection with the Project, and any fees or expenses associated with the termination thereof, which ascertainment and payment shall occur within sixty (60) days after the City’s receipt or giving of notice of termination of this Agreement or the conclusion of development of the Project.

IV. General Provisions.

A. **Insurance.** Developer shall at its sole cost and expense maintain or cause to be maintained at all times during construction of the Public Improvements commercial general liability insurance in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by Developer) and workers' compensation coverage required by the laws of the State of Missouri. The policies and endorsements of said insurance shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the City and Developer. Developer shall deliver certificates of insurance evidencing such policies and any endorsements to the City from and after the date on which construction of the Public Improvements commences, and shall make commercially reasonable efforts to provide additional certificates not less than 30 days before the expiration date of each insurance policy and endorsement but in any event no later than the expiration date thereof. Developer may satisfy any of the insurance requirements set forth in this Agreement by using blanket policies of insurance, or self-insurance, provided such insurance complies with each and all of the requirements and specifications of this section respecting insurance.

B. **Default.** It shall be a default under and breach of this Agreement if either party shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Agreement for a period of thirty (30) days after notice thereof from the non-defaulting party; provided, however, that if the term, condition, covenant or obligation to be performed by the defaulting party is of such nature that the same cannot reasonably be performed within such 30-day period, such default shall be deemed to have been cured if the defaulting party commences such performance within said 30-day period and thereafter diligently undertakes to complete the same.

C. Dispute Resolution.

1. Should any dispute or disagreement develop between the parties with respect to this Agreement, it shall be settled as specified in this Section IV.C. If one party believes the other party has breached this Agreement, notice thereof shall be given to the other party in writing. The receiving party shall respond in writing within five (5) business days of receipt of such notice. If the dispute is not promptly resolved following the exchange of such initial information, the parties shall schedule a meeting within thirty (30) days of the initial notice of breach, for the purpose of discussing and negotiating a resolution of any outstanding disputes.

2. If the foregoing meeting fails to bring about a prompt resolution of the disagreement or dispute, then within thirty (30) days of such meeting, the parties shall initiate a voluntary, non-binding mediation conducted by a mutually-agreed mediator. If the parties are unable to agree upon a mediator, they shall request a court in Jefferson County, Missouri, to appoint a mediator for them. Each of the parties shall bear its own costs and expenses (including attorneys' fees) and their proportionate share of any other costs, fees, or expenses associated with this mediation and endeavor in good faith to resolve their differences. The mediation shall be held in Festus, Missouri.

3. If the parties are unable to resolve any dispute arising out of or in connection with this Agreement amicably, as provided in the preceding paragraphs of this Section IV.C, then the parties shall be entitled to pursue their remedies at law or in equity, consistent with the provisions of Sections IV.D and IV.E below.

D. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflicts-of-law principles. Any lawsuit related to This Agreement shall be filed only in the Circuit Court of Jefferson County in the Twenty-Third Judicial Circuit of the State of Missouri, or in the Eastern Division of the U.S. District Court for the Eastern District of Missouri.

E. **Waiver of Jury Trial.** EACH OF THE PARTIES WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS PROVIDED FOR HEREIN.

F. **Non-Waiver.** No failure or delay by any party to exercise any right, power, or remedy under this Agreement shall operate as a waiver thereof. No waiver shall be effective unless in writing and signed by the party against whom the waiver is asserted. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach.

G. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns. The covenants herein shall, to the extent permitted by law, run with the land. Within ninety (90) days of execution of this Agreement, Developer shall cause a copy of this Agreement to be recorded in the office of the Recorder of Deeds for Jefferson County, Missouri

H. **Authority; Enforceability.** Each party represents and warrants to the other that: (a) it has full power and authority to execute, deliver, and perform this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on its part; and (c) this Agreement constitutes its legal, valid, and binding obligation enforceable against it in accordance with its terms.

I. **Assignment; Permitted Transfer.** Developer may assign, transfer, encumber or otherwise dispose of ("Transfer") this Agreement, or any interest herein or part hereof, for any lawful purpose, with prior written notice to the City; provided, however, that City consent shall be required only for a Transfer that is not a Permitted Transfer. Any required consent of the City shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the prior written consent of the City shall not be required for any Transfer (a "**Permitted Transfer**") to (i) an entity controlling, controlled by, or under common control with Developer, (ii) the Company, (iii) any party to whom the Company has transferred or may transfer any of the Project Documents, or (iv) any equity investor, joint venture partner, or capital partner of Developer, or any affiliate of any of the foregoing, that acquires, directly or indirectly, any ownership, membership, partnership, beneficial, leasehold, or other interest in the Project, the Project Site, or any portion thereof, including any entity that acquires ownership of all or any portion of the improvements constructed or to be constructed thereon (each, a "**Permitted Transferee**"). Developer shall provide the City with prompt written notice of any Permitted Transfer.

With respect to any Permitted Transfer, Developer shall comply with the following conditions:

1. A duplicate original of the instrument memorializing any Permitted Transfer shall be delivered to the City promptly upon the execution thereof, duly executed and acknowledged by the Permitted Transferee and in proper form for recording (if appropriate), by which the assignee shall assume the terms, covenants and conditions of this Agreement on the part of Developer to be performed and observed by the Permitted Transferee (the "**Assumed Obligations**").

2. Should only a portion of the Assumed Obligations be transferred by Developer and assumed by the Permitted Transferee, then (i) the transfer instrument shall state with specificity the portion of the Assumed Obligations being transferred to and assumed by the Permitted Transferee, and (ii) Developer shall be released from and have no further obligations under this Agreement with respect to the identified portion of the Assumed Obligations transferred to and assumed by the Permitted Transferee, only so long as either Developer or the Permitted Transferee remains fully obligated to perform all of the obligations pursuant to this Agreement.

3. Upon transfer of all of the Assumed Obligations by Developer and agreement by the Permitted Transferee to be bound by all of the Assumed Obligations, Developer shall be released from and have no further obligations under this Agreement with respect to all of the Assumed Obligations.

Notwithstanding anything to the contrary, Developer or a Permitted Transferee may, in its ordinary course of business, lease, sublease or otherwise dispose of all or portions of the Project Site to (i) tenants, (ii) secured lenders, or (iii) the City or other political subdivisions, without notice to, or the prior consent of, the City so long as Developer and/or Permitted Transferees remain obligated to perform all of their obligations under this Agreement. Any successors in interest shall be bound by the terms of this Agreement.

J. **Severability.** If for any reason any provision of this Agreement is determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

K. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

L. **Electronic Copies.** The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Notwithstanding anything in this Section to the contrary and with respect to the recording of any electronic documents, the parties shall comply with the requirements of Section 59.569 of the Revised Statutes of Missouri.

M. **City Signature Authority.** The Mayor (or other authorized officer) of the City is authorized to execute all documents on behalf of the City, including this Agreement and any approvals, consents or other ancillary instruments as may be required to carry out and comply with the intent of this Agreement.

N. **Anti-Boycott.** Pursuant to Section 34.600 of the Revised Statutes of Missouri, Developer certifies it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

O. **Notice.** All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when (a) mailed by registered or certified mail, postage prepaid, (b) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, or (c) transmitted electronically and receipt confirmed by telephone or electronic read receipt on the same day, in each case addressed as follows:

CITY: City of Festus, MO
Attn: _____
711 W. Main Street
Festus, MO 63028

with a copy to: Lashly & Baer, P.C.
Attn: Brian Malone
714 Locust Street
St. Louis, MO 63101

DEVELOPER: CRG Acquisition, LLC
Attn: _____

with a copy to: Polsinelli PC
Attn: Korb Maxwell
900 West 48th Place, Suite 900
Kansas City, MO 64112

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed. The parties may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

P. **Covenants; Binding on Successors.** The rights and obligations of this Agreement shall run with the land and shall inure to the benefit of, and be binding upon, Developer, the Company, and the City and their respective successors and assigns.

Q. **Limitation of Liability.** Notwithstanding anything herein to the contrary, if this Agreement is declared invalid or unconstitutional, in whole or in part, by a final judgment of a court of competent jurisdiction from which no further appeal may be taken, neither party shall be liable to the other for damages arising solely from such determination or the resulting inability to perform this Agreement; provided, however, that nothing herein shall relieve either party from liability for any breach, default, or payment obligation arising prior to such final judgment or from any fraud, gross negligence, or willful misconduct.

R. **City Indemnification.** To the extent allowed by law, and in no way abrogating, waiving, or reducing any of City's sovereign immunity rights or protections under Missouri law, the City shall indemnify, defend, and hold harmless Developer, the Company, each Permitted Transferee, and their respective officers, directors, managers, members, partners, employees, agents, representatives, successors, and assigns (collectively, the "**Developer Indemnified Parties**") from and against any and all third-party claims, demands, causes of action, damages, losses, liabilities, judgments, costs, expenses, and reasonable attorneys' fees, to the extent arising out of or resulting from (i) any breach by the City of this Agreement, or (ii) the ownership, operation, maintenance, repair, or condition of any Public Improvement after its acceptance by the City or other appropriate public entity. Notwithstanding the foregoing, the City shall have no obligation to indemnify any Developer Indemnified Party for any claim to the extent resulting from the negligence, gross negligence, willful misconduct, or breach of this Agreement by any Developer Indemnified Party. The obligations of the City under this Section shall survive the expiration or earlier termination of this Agreement.

S. **No Special Damages.** Notwithstanding any other provision of this Agreement to the contrary, in no event shall the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this Section, consequential damages shall include, but not be limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by the non-defaulting Party.

T. **Force Majeure.** Either party shall be not deemed in default or liable for any delay or failure in the performance of its non-monetary obligations under this Agreement to the extent such delay or failure is caused by or results from acts of God, natural disasters, flood, earthquake, tornado, storm, fire, explosion, epidemic, pandemic, public health emergency, war, invasion, armed conflict, terrorism, civil disorder, labor disputes, strikes, lockouts, utility failures, interruption or curtailment of transportation facilities, supply chain disruptions, shortages of labor or materials, acts or omissions of governmental authorities, changes in applicable law, moratoria, or other emergencies or circumstances beyond the reasonable control of the affected party (each, a “**Force Majeure Event**”). The party claiming relief due to a Force Majeure Event shall provide the other party with prompt written notice describing the Force Majeure Event, the obligations affected, and the anticipated duration of the resulting delay, and shall use commercially reasonable efforts to mitigate the effects of such Force Majeure Event and resume performance as soon as reasonably practicable. The time for performance of the affected non-monetary obligations shall be extended for the period of delay caused by the Force Majeure Event. Notwithstanding anything herein to the contrary, no Force Majeure Event shall excuse, delay, reduce, offset, or suspend any obligation to pay money under this Agreement, including the Community Development Payments and the Fire Station Contribution.

U. **No Third Party Beneficiaries.** This Agreement is entered into for the benefit of the City and Developer and no other party, and may only be enforced by City and Developer. This Agreement shall not be construed as an agreement entered into for the benefit of any third party. Nothing in this Agreement shall be construed as creating any contractual relationship between City and any subcontractor, joint-venture partner, consultant, or supplier of Developer or Company. Nothing in this Agreement shall be construed to confer any benefit upon any subcontractor, joint-venture partner, consultant, or supplier of Developer or Company, and nothing in this Agreement shall be construed to create an obligation on behalf of City to any subcontractor, joint-venture partner, consultant, or supplier of Developer or Company.

V. **Sovereign Immunity, Police Powers.** Notwithstanding any provision in this Agreement to the contrary, nothing in this Agreement shall be deemed to waive the sovereign immunity afforded by law to City as a public entity, nor shall any provision of this Agreement be construed as waiving or contracting away of any police powers bestowed on City by Missouri law.

[Remainder of page intentionally blank]

CRG ACQUISITION, LLC

By: _____

Name: _____

Title: _____

State of _____)
)ss

County of _____)

Before me personally appeared _____, to me personally known to be the individual described in and who executed the preceding Agreement.

Witness my hand and official seal this _____ day of _____, 2026.

Notary Public

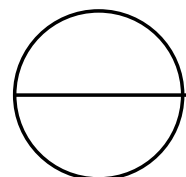
My Commission Expires: _____

Exhibit A

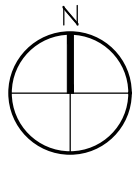
Project Site

Exhibit B

Ridge Area



SITE EXHIBIT PLAN
1" = 300'-0"



PRELIMINARY

SEAL

developed by:
CRG
INTEGRATED
REAL ESTATE
SOLUTIONS
realcrg.com

35 E. WACKER DRIVE
CHICAGO, ILLINOIS 60601
Ph 312.658.0747 Fx 312.429.1890

Architect

Civil Engineer

CONSULTANT NAME

Structural Engineer

CONSULTANT NAME

Landscape Architect

CONSULTANT NAME

Interior Architect

CONSULTANT NAME

MEP Engineer

CONSULTANT NAME

PROJECT:

CUBES

MISSOURI

Developer

DRAWING ISSUE 01/21/2026

Description Date

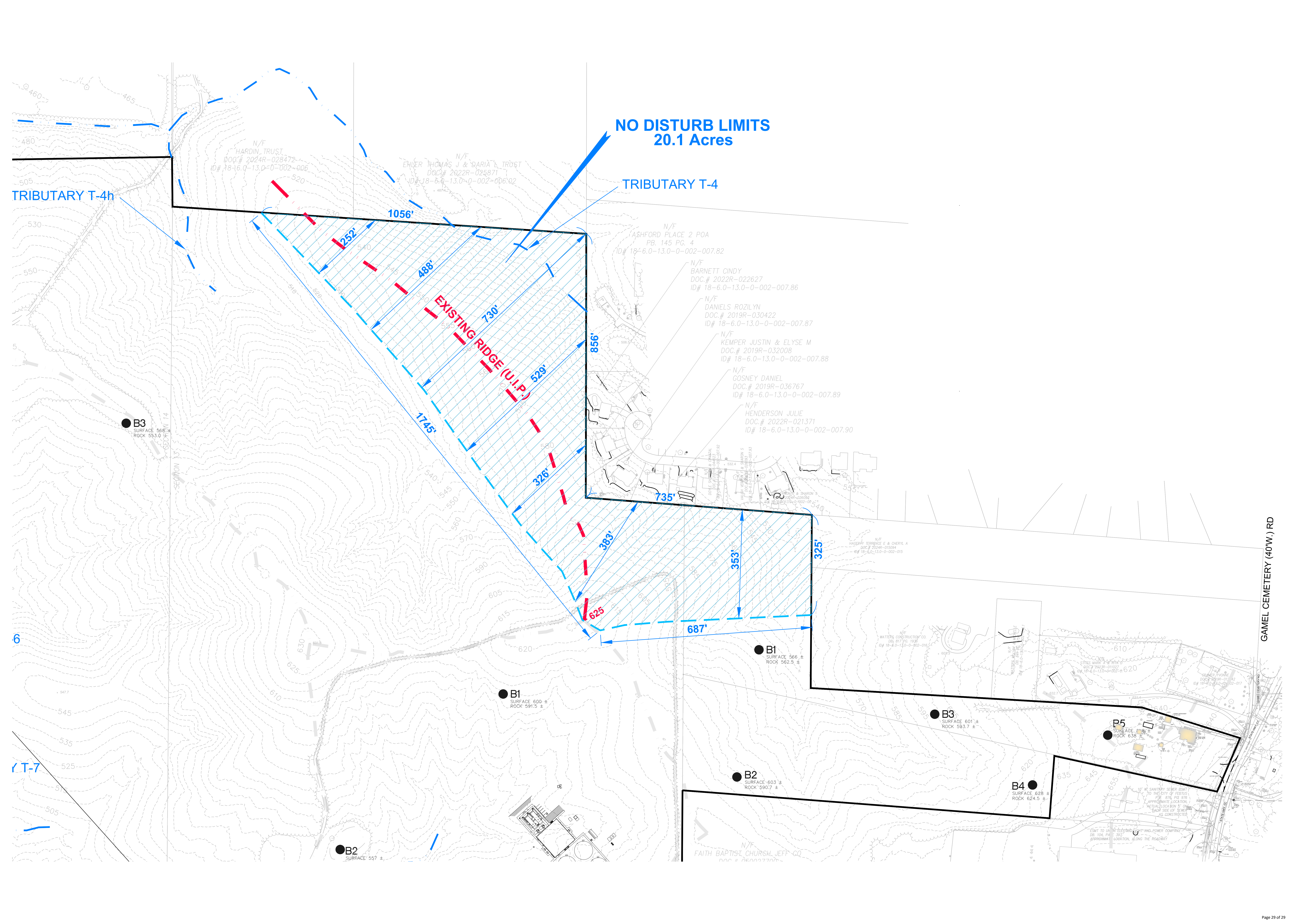
Drawing Title

SITE EXHIBIT PLAN

Drawing No.

SK-1M

Clayco Job No. ##### Consult. Job No. ##### XXX



NO DISTURB LIMITS
20.1 Acres

TRIBUTARY T-4

EXISTING RIDGE (U.I.P.)

GAMIEL CEMETERY (40'W.) RD