

## COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement, including its exhibits (this "CRA Agreement") is made and entered into as of January 22, 2026 (the "Effective Date") by and between Scioto County (the "County"), a political subdivision of the State of Ohio (the "State"), through the Scioto County Board of County Commissioners (the "Board"), and Tilted Gate LLC, a Delaware limited liability company (together with any permitted successors, assigns or transferees, referred to herein as the "Company"). The Company and the County may be referred to herein individually as a "Party" and, collectively, as the "Parties."

### WITNESSETH:

**WHEREAS**, the County desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in the County; and

**WHEREAS**, to encourage development, the County has designated the Green Township Community Reinvestment Area (the "CRA" or the "Area"); and

**WHEREAS**, the Company has acquired or intends to acquire the real property contained within the CRA described and depicted on Exhibit A attached hereto (the "Project Site"), and intends to develop, construct (in one or more phases) and operate on that Project Site one or more data center(s) as well as certain buildings, structures and infrastructure for administrative, accessory, supporting, associated or related uses, such as (but not limited to) offices and utility buildings, structures and appurtenances together with related site improvements (collectively, the "Project," with each individual building or structure within the Project being referred to herein as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

**WHEREAS**, the County, through its Board of Commissioners, by Resolution No. 75 adopted September 18, 2025, created the area designated as the CRA, and thereafter: (i) transmitted a copy of the resolution and map of the CRA to the Director of the Ohio Department of Development, and (ii) published the resolution in a newspaper of general circulation in the County once a week for two consecutive weeks in accordance with Ohio Revised Code Section 3735.66; and

**WHEREAS**, the Director of the Ohio Department of Development on October 10, 2025 assigned to the CRA a unique designation number 145-99145-405 by which the area shall be identified for purposes of Ohio Revised Code Sections 3735.65 to 3735.70 (collectively, the "CRA Act"); and

**WHEREAS**, the County, having the appropriate authority pursuant to the CRA Act, desires to provide the Company with the incentives set forth herein to support the development of the Project on the Project Site; and

**WHEREAS**, the County, subject to the terms of this CRA Agreement, has agreed to provide the Company with a fifteen-year, 75% real property tax exemption applicable to the construction of each Building on the Project Site (collectively, the “Exemptions”); and

**WHEREAS**, the Project Site is located in the Green Local School District (the “School District”) and the Scioto County Career Technical Center, a joint vocational school district (the “JVSD”), and the Boards of Education of each of the School District and the JVSD have been notified of the proposed approval of the CRA Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or have waived such notice, and have been given a copy of this CRA Agreement; and

**WHEREAS**, pursuant to R.C. Sections 3735.67(A) and 3735.671(A) and in conformance with the terms required under R.C. Section 3735.671(B), the County and the Company desire to formalize their agreement with respect to matters hereinafter contained; and

**WHEREAS**, the Board, by Resolution No. [ 10 ], adopted on [ 01/22/26 2026], has approved the terms of this CRA Agreement and authorized its execution on behalf of the County.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the Parties herein agree as follows:

**1. Project.** The Company proposes to establish, in one or more phases, the Project at the Project Site. The Company anticipates that the initial building (the “Initial Building”) will be approximately 500,000 square feet and be completed by December 31, 2033. The cost of the investments to be made in connection with the Project by the Company (including, but not limited to, construction costs, on-site infrastructure costs, and equipment costs) is estimated to equal or exceed approximately one billion dollars (\$1,000,000,000), with this investment composed of approximately:

- \$500,000,000 in building costs (including business fixtures); and
- \$500,000,000 in machinery and equipment costs

The estimates provided in this Section 1 are good faith estimates and shall not be construed in a manner that would limit the amount or term of the Exemptions (as defined in Section 5 of this CRA Agreement). The Parties also recognize that the costs associated with the estimated investment do not necessarily equate to taxable value for real property tax purposes.

**2. Employee Positions.** The Company currently estimates that as a result of the construction of the Project there will be created at the Project Site, cumulatively, approximately fifty (50) permanent, full-time employment opportunities with an aggregate annual payroll of approximately four million dollars (\$4,000,000) by approximately December 31, 2033. Currently, the Company has zero (0) employees at the Project Site; therefore, no employee positions and no payroll will be retained by the Company in connection with the Project. In addition, the Company currently estimates that as a result of the construction of the Project, the capital investment for the Project (including but not limited to, for construction, on-site infrastructure and equipment) will be

approximately one billion dollars (\$1,000,000,000) by approximately December 31, 2033. The estimates provided in this Section 2 are good faith estimates provided pursuant to R.C. Section 3735.671(B)(8) and shall not be construed in a manner that would limit the amount or term of the Exemptions (as defined in Section 5 of this CRA Agreement). The Parties recognize that the actual employment, payroll, and investment associated with the Project may increase or decrease significantly from the current estimates. The Parties to this CRA Agreement also recognize that the employees referenced herein may be employed by the Company or one or more entities that control the Company, are controlled by the Company, or are under common control with the Company (each an “Affiliate,” and collectively, the “Affiliates”).

**3. Infrastructure.** The Parties acknowledge that nothing in this CRA Agreement requires the County to pay for any infrastructure improvements necessary for the Project.

**4. Building Trades.** The Company has indicated it routinely utilizes local construction trades in the construction or development of its projects and recognizes the value of including the local skilled labor in the Project and will use good-faith efforts to work with local building and construction trades unions, either directly or indirectly, in connection with the construction or development of the Project, which may include outreach to local union halls or affiliated apprenticeship programs having jurisdiction over the Project area. Similarly, the County seeks to encourage local construction trades to be used as much as possible for the construction or development of the Project and may request as a part of the annual report a summary related to the Company’s use of such local construction trades as described in Section 7(a). Nothing in this Section shall be construed in a manner that would: (i) limit the amount or term of the Exemptions (as defined in Section 6 of this CRA Agreement); or (ii) require the execution of a project labor agreement, the payment of prevailing wage, or the hiring of any specific labor organization or worker, except to the extent prevailing wage requirements separately apply to publicly owned infrastructure improvements as expressly provided in Section 5.

**5. Prevailing Wage.** The Company and the County acknowledge and agree that the construction of improvements owned or to be owned by the County or another “public authority” (as defined in R.C. Section 4115.03(A)) that is not excepted from prevailing wage requirements under R.C. Section 4115.04(B) or otherwise may be subject to the prevailing wage requirements of R.C. Chapter 4115, and if those requirements apply, all wages paid to laborers and mechanics employed to construct applicable improvements must be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by such improvements, which wages must be determined in accordance with the requirements of that Chapter 4115, if so required. The Company shall require all contractors working on the Project to comply with all applicable requirements of Chapter 4115 of the Ohio Revised Code including, without limitation, (i) obtaining from the Ohio Department of Industrial Relations a determination of the prevailing rates of wages to be paid for all classes of work called for by the Project; (ii) obtaining the designation of a prevailing wage coordinator for the Project; and (iii) insuring that all subcontractors received notification of changes in prevailing wage rates as required by Chapter 4115 of the Ohio Revised Code.

**6. Real Property Tax Exemption.** The County hereby grants a fifteen (15) year, seventy-five percent (75%) real property tax exemption pursuant to the CRA Act for each new Building constructed at the Project Site (each an “Exemption” or collectively, the “Exemptions”). The Exemption shall first apply to each new Building for the tax year that such Building would first be

taxable, were that property not hereby exempted from taxation. In any case in which one or more new Buildings are partially constructed as of the tax lien date for a particular tax year, the Company may choose, to the extent allowed under applicable law, whether the Exemption commences with a partial construction year or with a full construction year. No Exemption shall commence after tax year 2045 (i.e., tax lien date January 1, 2045) nor extend beyond tax year 2059 (i.e., tax lien date January 1, 2059). For the avoidance of doubt, the Exemptions for the Project may exceed fifteen (15) years, but the Exemptions shall not exceed fifteen (15) years for any particular Building at the Project Site. Each Exemption shall apply irrespective of whether the real property is owned by Company, or, in accordance with Section 19 of this CRA Agreement, by a Permitted Transferee (as defined herein).

**7. Provision of Information.** The applicable tax incentive review council (the “TIRC”) will annually review this Agreement pursuant to R.C. Section 5709.85(C)(1). To facilitate that annual review, the Company will do the following:

- (a) Once each calendar year during the term of this CRA Agreement in which any Exemption applies to the Project pursuant to this Agreement, submit to the County annual information reasonably required by the TIRC to evaluate the Company’s compliance with this Agreement by the later of (i) thirty (30) days after having received a written request from the County or (ii) March 1st. In addition, within thirty (30) days of receiving a written request from the County or the TIRC for additional information necessary to reasonably perform its review pursuant to R.C. 5709.85(D), the Company will provide any information reasonably requested. Further, upon request of the County, the Company will submit, as a part of its annual report, a summary of the Company’s use of the local workforce in the County in the construction or development of the Project over the prior calendar year.
- (b) Per R.C. Section 5709.85, annually the TIRC shall review the terms of this CRA Agreement and shall review any performance or audit reports required to be submitted pursuant to this CRA Agreement. On the basis of such review, the TIRC shall submit to the County a written recommendation for continuation, modification, or cancellation of this CRA Agreement or any such Assumption Agreement and, if applicable, the repayment of any already-received Exemption benefits to the extent authorized in this CRA Agreement. In making its written recommendation, the TIRC shall determine whether the Company has complied with the CRA Agreement, and may take into consideration (a) any fluctuations in the business cycle unique to the Company’s business or industry (b) whether an Event of Default (as such term is defined below) has occurred and not been cured, (c) if an Exemption is otherwise subject to modification or cancellation pursuant to Section 14 herein, and (d) whether the Company or any Affiliates have, collectively, satisfied the obligations contained in this CRA Agreement. The County shall hold a meeting within sixty (60) days of receipt of the annual written recommendations to vote to accept, reject, or modify all or any portion of the recommendations. In voting on whether to accept, reject, or modify all or any portion of the TIRC’s recommendations, the County may take into consideration those factors outlined in (a) through (d) of this paragraph.

**8. Application for Exemption.** The Company acknowledges that the Exemption with respect to each new Building is subject to the filing of a real property tax exemption application with the community reinvestment area housing officer designated by the County for the CRA.

Pursuant to R.C. Section 3735.67 and subject to compliance therewith, the County agrees that upon receipt of each real property tax exemption application, the housing officer shall certify the tax exemption to the Scioto County Auditor.

**9. Payment of Non-Exempt Taxes.** The Company shall pay real property taxes not exempted under this CRA Agreement, as required by law. If the Company fails to pay such taxes beginning in and after the year any such taxes are charged and such failure is not corrected within sixty (60) days of written notice thereof from the County to the Company, then this CRA Agreement shall be rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. Notwithstanding the foregoing, nothing contained in this CRA Agreement shall restrict or limit the Company's right to contest the valuation of any property associated with the Project Site or any Building located thereon under R.C. Sections 5715.13 and 5715.19 or to contest any other Ohio State and local tax matters.

**10. Payment In Lieu of Taxes.**

In consideration for the Exemptions set forth in this CRA Agreement and for other good and valuable consideration, the Company shall make an annual payment in lieu of taxes ("PILOT") to the County for any tax year in which at least one Qualifying Building (defined below) is located at the Project Site, with the amount of the PILOT equal five hundred thousand dollars (\$500,000) (the "Base PILOT"), plus any applicable CPI Adjustment and Square Footage Adjustment (as each of those terms are defined below). The Base PILOT plus any applicable CPI Adjustment and Square Footage Adjustment shall be collectively referred to herein as the "PILOT Amount".

A "Qualifying Building" shall refer to each data center building located on the Project Site that: (i) is primarily used to house and operate server equipment and other equipment commonly associated with a data center; (ii) occupies at least [25,000] square feet (as determined by the Scioto County Auditor); and (iii) is subject to an Exemption under this CRA Agreement for the applicable tax year. Ancillary buildings and structures supportive of any Qualifying Building and its operation as a data center may be developed on the Project Site and such ancillary buildings and structures shall not count as a Qualifying Building for purposes of the PILOT or calculating the PILOT Amount.

The Company's obligation to pay the PILOT under this Section shall only apply if at least one Qualifying Building on the Project Site receives an Exemption in the applicable tax year. The first tax year in which at least one Qualifying Building is located on the Project Site shall be referred to as the "PILOT Commencement Year". For the avoidance of doubt, the Company shall not be obligated to pay the PILOT in any year: (i) before the PILOT Commencement Year, (ii) after the Term of this Agreement, or (iii) in which no Building is subject to an Exemption.

**CPI Adjustment:** Beginning with the first full calendar year after the Effective Date of this Agreement, the amount of the Base PILOT hereunder shall be adjusted annually on the anniversary of the Effective Date of this CRA Agreement (each a "CPI Adjustment Date") by the percentage increase during the prior calendar year in the Consumer Price Index for All Urban Consumers, Midwest Region, or if such index ceases to be published, another index mutually agreed to by the Parties that most closely approximates such index ("CPI Adjustment"), with the amount of the CPI

Adjustment for any year not to exceed 3%. Each CPI Adjustment shall only apply to any PILOT payments owed by the Company after the applicable CPI Adjustment Date (exclusive of any extensions to the payment date as may be applicable under this Section).

Square Footage Adjustment. In the event the square footage of all Qualifying Buildings in an applicable tax year (as determined by the Scioto County Auditor) exceeds 500,000 square feet (the “Adjustment Threshold”), there shall be added to the Base PILOT for that tax year a square footage adjustment equal to the Adjustment Factor (defined below) per square foot of Qualifying Buildings in excess of the Adjustment Threshold (the “Square Footage Adjustment”). The “Adjustment Factor” for any tax year shall equal:

- (i) Ninety cents (\$0.90) per square foot if the total square footage of all Qualifying Buildings for that tax year is equal to or less than 750,000 square feet;
- (ii) Eighty cents (\$0.80) per square foot if the total square footage of all Qualifying Buildings for that tax year is more than 750,000 square feet, but does not exceed [1,000,000] square feet;
- (iii) Sevent cents (\$0.70) per square foot if the total square footage of all Qualifying Buildings for that tax year is more than 1,000,000 square feet, but does not exceed [1,250,000] square feet;
- (iv) Sixty cents (\$0.60) per square foot if the total square footage of all Qualifying Buildings for that tax year exceeds 1,250,000 square feet.

By way of example only, and without otherwise modifying the terms herein, if the total square footage of all Qualifying Buildings in a given tax year equals one million five hundred thousand square feet (1,500,000 sq. ft.), the PILOT Amount owed by the Company for that tax year would equal one million one hundred thousand dollars (\$1,100,000), with that amount calculated as follows: \$500,000 [BASE PILOT] + ((1,500,000 – 500,000 sq ft [Amount Threshold]) x \$.60/sq ft [Adjustment Factor]) = \$1,100,000, and subject to, if applicable, the CPI Adjustment.

Unless otherwise agreed in writing by the Parties, the Company shall pay the PILOT Amount to the County no later than May 15 of the calendar year immediately following the tax year for which a PILOT is owed by the Company to the County under this Section, provided that the County delivers a written invoice to the Company setting forth the PILOT Amount no later than sixty (60) days before that May 15 date (each an “Invoice”). For example, if tax year 2032 (i.e., tax lien date of January 1, 2032) is the first year for which a Building on the Project Site will be subject to an Exemption, the Company would be required to make the first PILOT payment no later than May 15, 2033, provided that the County delivers an Invoice to the Company setting forth the PILOT Amount at least 60 days in advance of that date. Failure by the County to provide the Company with a timely Invoice for the PILOT shall not excuse the Company’s obligation to make the PILOT payment for the applicable tax year, but shall extend the due date for that PILOT to and until sixty (60) days after the date on which the Company receives the Invoice. The County shall deliver the Invoice to the Company in accordance with Section 24 of this CRA Agreement and shall provide a copy of the Invoice by email to the following recipient, or such other recipient as the Company may subsequently identify: (cknezevic@vorys.com). All Invoices from the County must include sufficient detail and supporting documentation to substantiate the calculation of the PILOT Amount under this CRA Agreement. The County shall only submit one Invoice to the Company for each applicable tax year for which a PILOT is owed under this CRA Agreement. The date on

which the payment of the PILOT Amount is due for any applicable tax year under this Section shall be referred to as the “Payment Date”.

The PILOT may be paid to the County by check or wire transfer, or any other method mutually agreed upon in writing by the Parties. For each PILOT payment made by the Company under this CRA Agreement, the County shall provide or cause to be provided to the Company a written receipt for the payment of the PILOT Amount within thirty (30) days after such payment.

The Company’s payment of the PILOT pursuant to this Agreement is a material obligation of the Company for purposes of Section 14 of this Agreement. Because the Company enjoys the right to make PILOT payments in lieu of the real property taxes otherwise due and payable but for the Exemptions set forth in this Agreement, the County may enforce the payment of such PILOT payments by way of a tax lien on the portion of the Project Site for which any portion of any PILOT payments remains unpaid in accordance with this Section and Section 14 herein. Such tax lien shall attach, and may be perfected, collected, and enforced, in the same manner as a tax lien on real property, and shall otherwise have the same force and effect as a tax lien on real property.

**11. Penalty and Interest.** Failure by the Company to make a PILOT payment or any portion thereof by the Payment Date shall subject the Company to a penalty equal to five percent (5%) of the unpaid amount (the “Past Due Penalty”). The Past Due Penalty may be assessed at any time after the Payment Date. The County shall provide written notice informing the Company that a penalty has been assessed, but failure of the County to deliver the notice shall not relieve the Company of any liability or obligation to pay the Past Due Penalty provided that notice of any Past Due Penalty is delivered to the Company no later than December 31<sup>st</sup> of the calendar year in which such Past Due Penalty accrued.

**12. Ohio Revised Code Section 5709.91 Applies, Implementing Documentation.** The Parties to this Agreement expressly agree that the Company’s requirement to make PILOT payments (including any Past Due Penalty under Section 11 constitutes a “minimum service payment obligation” within the meaning of Ohio Revised Code Section 5709.91 and shall be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11.

Nothing under Sections 9, 10 or 11 is intended or shall be construed as being exclusive to any other remedy available to the County and each remedy so available shall be cumulative and in addition to every other remedy available to the County. Except as set forth in this Agreement, no delay by any Party in exercising, or omission by any Party to exercise any remedy, right, or power available to that Party shall impair that remedy, right, or power or shall be construed to be a waiver or acquiescence by that Party from time to time and as often as deemed expedient. No waiver of any default by a Party shall extend to or shall affect any subsequent default or shall impair any remedy, right, or power otherwise available to that Party. Notwithstanding anything contained in this Agreement to the contrary, the Company shall not be liable for any indirect, incidental, punitive, special, consequential or similar type damages unless such damages result from reckless or willful acts by the Company.

**13. Cooperation of the County.** Subject to the compliance by the Company with its obligations under this Agreement, the County shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the Exemptions from taxation granted under this CRA Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such Exemptions.

**14. Events of Default and Remedies.**

(a) Any one or more of the following constitutes an “Event of Default” under this Agreement:

- i. Company, any Permitted Transferee(s), or the County fails to perform or observe any material obligation punctually and as due under this Agreement, provided that if a Force Majeure (as such term is defined below) event causes the failure, Company, any Permitted Transferee(s), or the County may receive an additional period of time as is reasonably necessary to perform or observe the obligation in light of the event if it notifies the other of the potential event and the extent of the delay promptly after becoming aware of the event;
- ii. Company, any Permitted Transferee(s), or the County makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;
- iii. Company, or any Permitted Transferee(s), files a petition for the appointment of a receiver or a trustee with respect to it or the Project Site;
- iv. Company, or any Permitted Transferee(s), makes a general assignment for the benefit of creditors;
- v. A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with Company, or any Permitted Transferee(s), as debtor; or
- vi. Company, or any Permitted Transferee(s), files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors.

For the avoidance of doubt, the County, the Company and any Permitted Transferee(s) each have material obligations under this Agreement other than those defined in Section 14(a) that, if not performed or cured, would be an Event of Default and therefore are obligations that are material to this Agreement.

As used in this Section, “Force Majeure” means any event that is not within the control of a Party or its Affiliates, employees, contractors, subcontractors or material suppliers that delays performance of any obligation under this Agreement including, but not limited to, the following acts: acts of God; fires; epidemics; pandemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental

authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or orders or restraints of any kind of the government of the United States or of the State (and in the case of a Force Majeure claim by the Company, any Permitted Transferee(s), or the County or any departments, agencies, political subdivisions or officials are responsible for delays that are not in response to a violation of any law or regulation by the Company or any Permitted Transferee).

(b) General Right to Cure. In the event of any Event of Default in, or breach of, this Agreement, or any of its terms or conditions, by any Party hereto, the defaulting Party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within sixty (60) days after receipt of such notice, or otherwise in accordance with any other timeline for cure established in this Agreement as the case may be. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said sixty (60) day period, or such other applicable period, then in such event, the defaulting Party will upon written notice from the other Party commence its actions to cure or remedy said Event of Default or breach within said sixty (60) day period, and proceed diligently thereafter to cure or remedy said Event of Default or breach.

(c) Remedies. If a defaulting Party fails to cure any Event of Default pursuant to paragraph (b) of this Section, a Party may institute such proceedings against the defaulting Party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting Party, (ii) recapturing taxes abated under the Exemption, and (iii) suspending or terminating the obligations of the non-defaulting Party under this Agreement, provided the aggrieved Party must provide sixty (60) days' notice of any termination to the defaulting Party and provided further that the aggrieved Party must rescind the termination notice and not terminate the Agreement if the defaulting Party cures all Events of Default within a reasonable time thereafter.

If the Company fails to cure any Event of Default pursuant to paragraph (b) of this Section, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may modify or cancel the Exemptions from taxation granted under the Agreement with respect to any Building after (i) the date on which it is determined that an Event of Default exists beyond any applicable cure period or (ii) the date the fraudulent certification was made.

(d) Modification of Exemption for Noncompliance. If (a) the Company or any of its Affiliates do not comply with the material terms of this Agreement and such noncompliance is documented by the TIRC's recommendation to the County to modify or cancel any of the Exemptions granted by this Agreement under R.C. Section 5709.85, or (b) the Company's or one of its Affiliate's certification as to delinquent taxes required by Sections 18 and 27 of this Agreement is fraudulent, the County may terminate or modify the Exemptions; provided, however, that, except as provided in Section 18 of this Agreement, the County shall not terminate or modify an Exemption for a Building if the County has timely received all amounts required under Section 9 of this Agreement for that Building. For any written notice by the County to the Company of a

failure by the Company to make a payment required under Section 10 of this Agreement the Company shall have thirty (30) days to make that payment. For any written notice from the County to the Company describing in reasonable detail the Company's noncompliance with any obligations in this Agreement other than a payment obligation under Section of this Agreement, the Company shall have ninety (90) days to correct the noncompliance or, if the noncompliance is not susceptible to cure within ninety (90) days, the Company shall commence curative action within thirty (30) days and thereafter exercise reasonable diligence to cure that noncompliance. No delay or omission to exercise any such right or power shall impair any such right or power or shall be construed to be a waiver thereof.

(e) Any termination or modification of an Exemption as provided in Section 14 shall have no effect on Exemptions granted under this Agreement with respect to Buildings not in default.

(f) Upon any termination or modification of an Exemption for an uncured breach of Section 10, the County may require the net already-received Exemption benefits related to the termination or modification under this Agreement to be recovered by payment to the County of such amounts as taxes due, provided however that this subsection (f) shall only apply to any Exemption benefits received by the Company for any tax year that is on or after the first tax year for which the uncured breach of Section 10 occurred. The County is authorized to secure repayment of such taxes by a tax lien on the Project Site in the amount required to be repaid. Such tax lien shall attach, and may be perfected, collected, and enforced, in the same manner as a tax lien on real property, and shall otherwise have the same force and effect as a tax lien on real property.

(g) Enforceability of County Obligations; County Legislative Discretion. The contractual obligations of the County contained in this Agreement may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. The Parties acknowledge that the approvals of the County contained in this Agreement, including the approvals contained in Sections 19 and 31 of this Agreement, are not contractual obligations of the County because they are subject to the legislative discretion of the Board of County Commissioners and therefore are not enforceable by mandamus or otherwise.

**15. Revocation of CRA.** If for any reason the CRA designation expires, the Director of the Ohio Department of Development revokes certification of the Area, or the County revokes the designation of the Area, this CRA Agreement shall nevertheless continue in effect in accordance with its terms and (i) any Exemption previously granted under Section 6 of this CRA Agreement for a Building shall continue for the number of years specified under this CRA Agreement, and (ii) Exemptions yet to be granted but provided for under Section 6 shall be granted by the County in accordance with the terms of this CRA Agreement. The preceding sentence shall not apply to circumstances where the Company materially fails to fulfill its obligations under this CRA Agreement beyond all applicable notice and cure periods and the County terminates or modifies the Exemptions pursuant to Section 14 of this CRA Agreement. Except for any amendment, rescission, revocation, modification, suspension or termination otherwise permitted under this CRA Agreement, the County agrees that it will not amend or revoke the CRA designation as to the Project Site, or modify the Exemptions available under that designation for any Building on the Project Site, unless otherwise mandated by Ohio law.

**16. Certification as to No Delinquent Taxes.** The Company hereby certifies that at the time this CRA Agreement is executed, (i) the Company does not owe any delinquent property taxes or taxes for which the Company is liable under R.C. Chapters 5735, 5739, 5741, 5743, 5747, or 5753, or, if such delinquent taxes are owed, the Company is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, (ii) the Company has not filed a petition in bankruptcy under 11 U.S.C.A 101, et. seq., and (iii) no such bankruptcy petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the R.C. governing payment of those taxes.

**17. Non-Discriminatory Hiring.** Pursuant to R.C. 5709.832, by executing this CRA Agreement, the Company is committing to following non-discriminating hiring practices in its operations, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

**18. Revocation of Exemptions.** Company represents that it is not ineligible to enter this CRA Agreement under R.C. Section 3735.671(C). Exemptions from taxation granted under this CRA Agreement shall be revoked with respect to the Company if it is determined that the Company, any successor to the Company, or any related member of the Company (as those terms are defined in R.C. Section 3735.671(C)), has violated the prohibition against entering into the CRA Agreement under Division (C) of R.C. Section 3735.671 or R.C. Sections 5709.62, 5709.63, or 5709.632 prior to the expiration of three (3) years after the person's discontinuation of operations.

**19. Transfer and/or Assignment; Release from Liability.** Except as provided for in this Section, this CRA Agreement is not transferable or assignable without the express written approval of the County, which shall not be unreasonably withheld, conditioned or delayed. The County and the Company acknowledge that the exact legal and financing structure used by the Company in developing, equipping and operating the Project may include additional legal entities; therefore, the rights and obligations of the Company under this Agreement may be transferred or assigned in whole or in part by the Company without the consent of the County to (i) any Affiliate (ii) any entity resulting from the merger or consolidation of or with the Company, (iii) any person or entity which acquires all (or substantially all) of the assets of the Company, (iv) any successor of the Company by reason of public offering, reorganization, dissolution, or sale of stock, membership or partnership interests or assets, or (v) in connection with any financing transaction entered into for the Project, including, but not limited to, any financing transaction under Ohio Revised Code Chapter 4582 (each a "Company Transferee"). Assignments or transfers to non-Company Transferee's (each a "Permitted Transferee") require the consent of the County, which consent shall not be conditioned, delayed or unreasonably withheld provided that the subsequent owner assumes the obligations of the Company hereunder. The Company shall provide written notice to the County within sixty (60) days after any assignment or transfer permitted hereunder to a Company Transferee. Any Permitted Transferee that is not a Company Transferee shall, as a condition to assignment, enter into an assumption agreement with the County (an "Assumption Agreement") wherein such Permitted Transferee, as a condition to the right to receive tax exemptions as set forth in this agreement, must assume all obligations of the Company under this Agreement with respect to such portion of a Building or the Project Site as the Permitted Transferee receives from the Company. Within fifteen (15) days following receipt by the County of such Assumption Agreement, the County shall refer to the Scioto County Commissioners a resolution

authorizing execution of the Assumption Agreement and if approved by such County Commissioners, the County shall return an executed Assumption Agreement to or at the direction of the Permitted Transferee. For each Assumption Agreement filed with the County, a \$2,500 assignment fee shall be due to the County within 30 days after the complete execution of that Assumption Agreement. In the event that the Company sells the Project Site and Project in its entirety and assigns its rights and obligations hereunder to its successor in title to the Project Site and the Project, then the Company shall be relieved of all of its covenants, commitments and obligations hereunder if purchaser assumes the obligations of the Company under this Agreement and any other related agreement.

**20. Fees.** Within sixty (60) days after the Effective Date of this Agreement, the Company shall pay the County a one-time fee in the amount of \$100,000 to offset the County's costs associated with the preparation of this Agreement and other work related to the Project (the "One-Time Fee"). The Company shall pay the One-Time Fee to the County by check or wire transfer, or any other means that may be agreed upon by the Parties. The County may use the funds from the One-Time Fee for any lawful purpose.

**21. Counterparts.** This CRA Agreement may be signed in one or more counterparts or duplicate signature pages, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement and shall have the same force and effect as if all required signatures were contained in a single, original instrument. Any one or more such counterparts or duplicate signature pages may be removed from any one or more original copies of this CRA Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed, original instrument.

**22. Severability; Construction; Headings.** If any provision of this CRA Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this CRA Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this CRA Agreement is capable of two constructions, one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this CRA Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

**23. Modifications.** If, notwithstanding Section 19 of this CRA Agreement, it becomes necessary to modify the terms of this CRA Agreement to reflect the exact legal and financing structure used by the Company in developing, equipping and operating the Project, the County will reasonably cooperate with the Company to execute an amendment to this CRA Agreement.

**24. Notices.** Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any Party to this CRA Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, or (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery:

If to the County, to:

Scioto County Board of Commissioners  
602 7<sup>th</sup> Street, Room 310  
Portsmouth, Ohio 45662  
Attention: President of the Board

With email copy to:

Bricker Graydon Wyatt LLP  
100 South Third Street  
Columbus, Ohio 43215  
Attention: Robert F. McCarthy  
rmccarthy@bricker.com

If to the Company, to:

Tilted Gate LLC  
c/o Vorys, Sater, Seymour and Pease LLP  
52 East Gay Street  
Columbus, Ohio 43215  
Attention: Scott J. Ziance

With copy to:

Vorys, Sater, Seymour and Pease LLP  
52 East Gay Street  
Columbus, OH 43215  
Attention: Scott J. Ziance  
sjziance@vorys.com

or to any such other addresses as may be specified by any Party, from time to time, by prior written notification.

**25. R.C. Section 9.66 Covenants.** The Company affirmatively covenants that it has made no false statements to the State or any local political subdivision concerning an application for economic development assistance related to the Project; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State, (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State, and (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If the Company or an authorized representative of the Company has knowingly made a false statement to the County regarding the covenants in this Section 25 in relation to its application for incentives under this Agreement or fails to provide the information required by R.C. 9.66(B), the Company will be required to return any moneys received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and the Company will be ineligible for any future economic development assistance from the State, any State agency, or a political subdivision pursuant to R.C. Section 9.66(C)(1).

**26. Estoppel Certificate.** Upon request of the Company, the County shall execute and deliver to the Company or any proposed purchaser, mortgagee or lessee a certificate stating: (a) that the CRA Agreement is in full force and effect, if the same is true, (b) that the Company is not in default under any of the terms, covenants or conditions of the CRA Agreement, or if the Company is in default, specifying the same, and (c) such other related matters as the Company reasonably requests.

**27. Termination.** Unless terminated earlier pursuant to its terms, this CRA Agreement shall be in full force and effect until December 31 of the later of (i) 2055, or (ii) the year following the last tax year for which an Exemption remains in effect, after which this CRA Agreement and the obligations of all Parties hereto shall terminate. The Company has the right to terminate this CRA Agreement for any reason or no reason by delivering a signed writing to the County at least thirty (30) days prior to the desired termination date.

**28. Public Records; Confidentiality.** The Company acknowledges and agrees that this Agreement and the Annual Reports submitted pursuant to Section 7 are public records subject to disclosure under the State's public records laws and further agrees that the County may freely disclose this Agreement in those Annual Reports. The County acknowledges and agrees that the State's public records laws exempt from disclosure certain types of records, materials and information, as set forth in the Ohio Revised Code (e.g. R.C. Sections 122.36, 122.75, 149.433, 149.45, 718.13, 1333.61 et seq., 5703.21, 5711.101). The County agrees to use reasonable safeguards to maintain the security and confidentiality of those exempt records. The County may disclose records, or such portions of records, which are not exempt from the State's public record laws to the extent required by law, provided that the County shall: (a) give the Company written notice at least five (5) business days prior to responding to all records requests related to the Company or Project; (b) reasonably cooperate with the Company in responding to any such records requests; (c) disclose in response to such requests only such records, or portion of records, as are required to be disclosed under Ohio public records laws; and (d) redact, omit or refuse to provide any records not required to be disclosed under Ohio public records law. Nothing in this CRA Agreement shall be interpreted as contrary to the Ohio Public Records Act (Ohio Revised Code Section 149.43).

**29. Applicable Law.** This CRA Agreement and all related documents are governed by, and shall be construed in accordance with, the laws of the State of Ohio, without giving effect to any conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. The Parties designate the United States District Court for the Southern District of Ohio, or the Court of Common Pleas of Scioto County, Ohio, including any appellate courts from each of those as applicable, as the forum where all matters pertaining to this Agreement may be adjudicated, and by the foregoing designation, consent to the jurisdiction and venue of such courts for the purpose of adjudicating all matters pertaining to this Agreement. To the extent permitted by the laws of the State of Ohio, this Agreement and all related documents shall be construed in accordance with law and any applicable regulations in effect as of the Effective Date.

**30. Entire Agreement.** This CRA Agreement constitutes the entire agreement between the Company and the County pertaining to the subject matter contained herein and supersedes all other

prior or contemporaneous agreements or understandings between the Company and the County in connection with such subject matter.

**31. Approval by the County.** The Company and County acknowledge that this Agreement must be approved by formal actions of the legislative authority of the County as a condition for this Agreement to take effect. This Agreement was approved by Resolution No. 10 of the Scioto County Commissioners on January 22, 2026, and this Agreement will be effective as of the Effective Date immediately upon its execution.

**32. Limitation on Liability.** Except as otherwise provided herein or under Ohio law, no officer, agent, or employee of a Party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section 32 will not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

**33. Incorporation of Exhibits.** All exhibits attached hereto are hereby incorporated into this Agreement and made a part hereof.

[Rest of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this CRA Agreement to be executed by their duly authorized representatives, effective as of the 22nd day of January, 2026.

THE BOARD OF COMMISSIONERS OF SCIOTO COUNTY, OHIO

By:   
Scottie Powell, Chairman

By:   
Merit Smith, Commissioner

By:   
Will Mault, Commissioner

TILTED GATE LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED  
BOARD OF COUNTY COMMISSIONERS  
SCIOTO COUNTY, OHIO  
Commissioners Journal  
Journal 97 Page 227  
Date 01/22/26

**EXHIBIT A TO CRA AGREEMENT**

**Description of Project Site**

The Project Site is depicted by the map on the following page: