BOARD OF PUBLIC AFFAIRS

ORDINANCE NO. 57-2026

AN ORDINANCE AUTHORIZING THE VILLAGE OF LORDSTOWN TO ENTER INTO A MASTER AGREEMENT FOR FUNDING OF LEGAL, ENGINEERING AND CONSTRUCTION COSTS WITH CRESCENT DUNE LLC AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:

Section I: That the Board of Public Affairs of the Village of Lordstown has recommended that the Council of the Village of Lordstown enter into a **Master Agreement for Funding of Legal, Engineering and Construction Costs** with Crescent Dune LLC (a copy of which is attached hereto as **Exhibit "A"**, the terms of which are incorporated by reference and made a part of this Ordinance).

Section II: That the Council of the Village of Lordstown concurs with the recommendation of the Board of Public Affairs and hereby authorizes the Village of Lordstown to enter into the Master Agreement for Funding of Engineering and Construction Costs with Crescent Dune LLC.

Section III: That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety, and welfare, and for the further reason that this Ordinance must be enacted in a timely manner in order to ensure that the construction projects outlined in Exhibit A are implemented in a efficient manner due to construction schedules and to secure time-sensitive quotes/pricing for the projects.

Section IV: That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this 5 day of October, 2026.

_____, Mayor

_____, Clerk

BOARD OF PUBLIC AFFAIRS

RESOLUTION NO. 2026-5

A RESOLUTION RECOMMENDING THAT VILLAGE COUNCIL AUTHORIZE THE VILLAGE OF LORDSTOWN TO ENTER INTO A MASTER AGREEMENT FOR FUNDING OF LEGAL, ENGINEERING AND CONSTRUCTION COSTS WITH CRESCENT DUNE, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC AFFAIRS OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:

Section I: That the Board of Public Affairs recommends that Village Council authorize the Village of Lordstown to enter into a **Master Agreement for Funding of Legal, Engineering and Construction Costs** with Crescent Dune, LLC (a copy of which is attached hereto as **Exhibit "A"**, the terms of which are incorporated by reference and made a part of this Resolution).

Section II: That the passage of this Resolution and all deliberations relating to the passage of this Resolution were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed by the Board of Public Affairs this 30th day of September, 2026.

_____, Trustee

_____, Trustee

_____, Trustee

_____
Clerk of the Board of Public Affairs

Exhibit A

Master Agreement for Funding of Legal, Engineering, and Construction Costs between Village of Lordstown, Ohio and Crescent Dune LLC

This Master Agreement for Funding of Legal, Engineering, and Construction Costs ("Agreement") is entered into as of the date of the last signature hereto, between the Village of Lordstown, Ohio, an Ohio municipal corporation (hereinafter, "Village"), and Crescent Dune LLC, a Delaware limited liability company (hereinafter, "Crescent Dune"), (together, the "Parties").

RECITALS

A. WHEREAS, Crescent Dune is expanding its facility at 2300 Hallock Young Road, Lordstown, OH 44481 ("Expansion Project"), which will require an increased supply of potable water via the Village's water supply system.

B. WHEREAS, the Village owns and operates municipal potable water distribution infrastructure in Lordstown, OH, within close proximity of the Expansion Project.

C. WHEREAS, the Expansion Project requires the extension of the 12" water main along Hallock Young Road ("Hallock-Young Connector Waterline Project"), which will connect to the existing Village waterline on Ellsworth-Bailey Road and on Hallock-Young Road east of the Expansion Project creating a redundant flow path.

D. WHEREAS, Crescent Dune will connect its water service lines to the proposed extension of the Hallock-Young Connector Waterline Project.

E. WHEREAS, the Expansion Project requires traffic signal improvements for eight (8) existing Village traffic signals along Hallock Young Road and Ellsworth-Bailey Road ("Traffic Light Project") to accommodate traffic concerns in connection with the Expansion Project.

F. WHEREAS, completion of the Expansion Project, Hallock-Young Connector Waterline Project, and Traffic Light Project is imminent, and as such, the Parties are entering into this Agreement to make clear the mutual commitments with respect to engineering and construction necessary for the Projects.

NOW, THEREFORE, for good and valuable consideration of the promises and mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the Parties, the Village and Crescent Dune hereby agree as follows:

1. Task Order Nature of this Agreement. The Parties anticipate that the work to be caused to be undertaken by Crescent Dune under this Agreement will include the following for any and all work to be performed on the Hallock-Young Connector Waterline Project and Traffic Light Project (collectively, the "Designated Improvements", as further described in **Exhibit A**):

   a. Construction administration and observation services to be performed by Verdantas, LLC ("Verdantas") in close coordination with Crescent Dune, subject to a cost cap of $246,000.00.

b. An existing water service meter pit is located at the east side of the facility with an existing backflow prevention system installed downstream of this existing meter pit. The existing east meter pit and backflow prevention system will remain. A new service line will be constructed via the waterline project with a new shutoff valve and connect to this existing east pit. All improvements shall conform to the Village's specified meter requirements, and any needed improvements to the existing east meter pit and/or its backflow prevent system would be designed and installed, or cause to be designed and installed, by Crescent Dune's representatives after approval by the Village Water Dept, which approval shall not be unreasonably withheld, conditioned or delayed. A permanent maintenance easement will be established around the meter pit after construction to allow the Village staff to have access to and maintain the meters in the pit.

c. Installation and approval (such approval not to be unreasonably withheld, conditioned, or delayed) of new taps with the meters and backflow preventer, along with bacterial and pressure testing prior to accepting new water lines for Crescent Dune's modular building.

d. Other improvements directly related to Hallock-Young Connector Waterline Project that are reasonably necessary to establish a technically sound and reliable potable water interconnections with the existing Village water main line on Ellsworth-Bailey Road west of the facility and the existing Village water main line on Hallock-Young Road east of the facility as well as the new service line connection to the facility from the existing water meter pit that will connect to the new Waterline, in each case subject to prior written approval by Crescent Dune as to scope and cost.

e. See attached (i) **Exhibit D-1** for probable costs for construction and estimates for engineering services for the Hallock-Young Connector Waterline Project; and (ii) **Exhibit D-2** for the technical specs provided to Crescent Dune by Verdantas on or about July 17, 2025.

f. See attached costs for replacements and upgrades for the Traffic Light Project under **Exhibit E**.

The Designated Improvements may have an engineering evaluation phase and/or a design phase (including preliminary and final design) before the construction phase is undertaken. Any particular phase for a particular Designated Improvements shall require prior approval by the Village and Crescent Dune of a corresponding Task Order (each a "Prior Approval"), consistent with one of the Form Task Orders attached hereto as **Exhibits B** and **C**, whichever is applicable, which sets forth the exact scope of work, schedule, and dollar value to be paid by Crescent Dune, with any such Prior Approval by the Village not to be unreasonably withheld, conditioned or delayed. The Village shall review and respond to any request from Crescent Dune for a Prior Approval within fifteen (15) business days of receiving such a request, and if the Village fails to respond within this fifteen-business day period, the request shall be deemed to have received Prior Approval. Notwithstanding the foregoing, the Parties shall cooperate in good faith to expedite review where required to maintain the project schedule. This Agreement shall serve as the terms

and conditions that govern each Task Order. The provisions of this Agreement shall supersede any conflicting provisions of any Task Order.

2. Contract Procurement

a. Crescent Dune will procure all outside consulting, engineering and construction administration services used in connection with evaluation or design of the Designated Improvements, as well as in accordance with the attached documents and per the technical specs provided to Crescent Dune by Verdantas on or about July 17, 2025. The Village will have the right to receive a copy of all such consulting, engineering, and construction administration contracts that have been executed, but in a manner that will allow the Village to comply with its obligations under Ohio law.

b. Crescent Dune has hired or shall hire Shimizu of North America as an EPC (Engineering, Procurement, and Construction) contractor to construct the Hallock-Young Connector Waterline Project and has identified Hunt, Guillot & Associates to serve as Crescent Dune's owner representative.

c. Crescent Dune or its general contractor will engage Main Lite Electric Company Inc. for the Traffic Light Project, subject to a cost cap of $600,000.00.

d. Crescent Dune shall (i) construct the Designated Improvements for the Hallock-Young Connector Waterline Project as designed and illustrated on plans and specifications provided to Crescent Dune (as described in Paragraph 1 above) and Traffic Light Project (subject to Paragraph 2.c above), at its sole cost and expense, and (ii) reimburse the Village for reasonable and necessary fees incurred and paid for by the Village to (A) Verdantas and (B) Matthew Ries, the Village's solicitor, in each case in connection with the Designated Improvements and the related contracts, plans, and drawings. Any engagement of other third-party consultants or engineers for which reimbursement is sought shall require the prior written approval of Crescent Dune. All such reimbursable amounts shall be payable within thirty (30) days of Crescent Dune receiving a written invoice with supporting documentation. For the avoidance of doubt, Crescent Dune shall not be responsible for any costs arising from the Village's negligence, willful misconduct, or breach of this Agreement.

e. This Agreement shall be subject to all applicable ordinances, rules and regulations including but not limited to the Village of Lordstown Board of Public Affairs Water Department's Rules and Regulations Governing Water Use and Service revised December 19, 2023.

f. In the event that the cost of the Designated Improvements exceeds the projected costs provided to Crescent Dune, Crescent Dune shall be responsible for paying any additional amounts, except to the extent such excess costs arise from the Village's gross negligence, willful misconduct, fraud, or breach of this Agreement.

g. Change orders. Notwithstanding any other provision in this Agreement to the contrary, Crescent Dune shall pay for any costs or expenses arising out of changes to the work for any particular Designated Improvements expressly authorized in writing by Crescent Dune and shall be liable for extra costs that are directly attributable to design changes approved by Crescent Dune for which the general contractor is entitled to relief under the terms of the general contract.

h. To the extent the Village requires Crescent Dune to engage, retain, or contract with any specific contractor, consultant, engineer, or vendor (each, a "Village-Designated Vendor"), the Village acknowledges and agrees that Crescent Dune shall not be responsible or liable for any acts, errors, omissions, negligence, or misconduct of any Village-Designated Vendor, except to the extent caused by Crescent Dune's failure to satisfy its own express obligations under this Agreement. Crescent Dune's obligations with respect to any Village-Designated Vendor shall be limited to administering the applicable contract in a commercially reasonable manner and enforcing such contract rights as Crescent Dune may reasonably have, without requiring Crescent Dune to incur any obligation or cost in excess of the cost cap preapproved by Crescent Dune in writing. For clarity, Crescent Dune shall not be deemed to have guaranteed, warranted, or otherwise assumed responsibility for the performance, means, methods, actions, or failures of any Village-Designated Vendor, and Crescent Dune shall have no liability for delays, cost overruns, defects, or other deficiencies resulting from their performance.

3. Contract Terms and Conditions

a. Crescent Dune will use commercially reasonable efforts to ensure that language consistent with the following provisions is included in all consulting, engineering, construction administration, and construction contracts it enters into solely in connection with any Designated Improvement, as applicable:

i. The Village must be an express third-party beneficiary to all contracts executed by Crescent Dune that relate solely to the Designated Improvements for the limited purpose of enforcing Crescent Dune's obligation to complete the Designated Improvements in accordance with this Agreement.

ii. The Village must be an additional insured on all liability insurance policies obtained by third party contractors in connection with the Designated Improvements except for any professional liability policies, workers' compensation or employer's liability policies. Such additional insured status shall apply only to the extent of liabilities arising out of the Designated Improvements and shall be subject to the terms and conditions of the applicable policies. Copies of all insurance policies shall be provided to the Village Clerk prior to construction of the Designated Improvements. To the extent that any insurance policies are amended or updated, Crescent Dune shall provide the amended / updated copies to the Village Clerk within ten (10) business days of receipt.

iii. All prime construction contracts for the Designated Improvements will be bonded using the form of bond stipulated in Ohio Revised Code 153.57 or 153.571, whichever applies. Each such bond will include a dual obligee rider naming both Crescent Dune and the Village as obligees, but only with respect to the Designated Improvements.

iv. Any limitation of liability provision in any consulting engineering or construction administration contract for the Designated Improvements shall not limit liability to anything below the lesser of three million dollars ($3,000,000) or the aggregate limit of the applicable professional liability insurance policy. For clarity, such limitation shall not apply to claims for gross negligence, willful misconduct, or fraud.

v. Crescent Dune shall procure or cause to be procured a builder's risk insurance policy for all Designated Improvements in the amount of the full replacement cost thereof, which is written in an "all risk" or open peril or special causes of loss policy that insures for physical loss or damage to the work, temporary buildings, falsework, materials and equipment in transit and insures against at least the following perils or cause of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, and water damage (other than flood). The Village shall be included as a loss payee to the extent of its insurable interest in the Designated Improvements.

b. Upon completion and satisfactory testing of the Hallock-Young Connector Waterline Project, the Village shall provide, and Crescent Dune shall be entitled to receive and use quantities of water exclusively from the Village and in an amount not to exceed 142,080 gallons per day through said Waterline. If additional water needs are requested, the Parties may work together in an effort to negotiate a separate water service agreement with terms to the reasonable satisfaction of the Parties. Such Agreement will supersede the terms of this Section 3(b). In the event that the Village is unable or unwilling to provide water in excess of 142,080 gallons per day, Crescent Dune may pursue water from other sources for any amounts that exceed 142,080 gallons per day ("Excess Amount"), and the exclusivity provision herein shall not apply for that Excess Amount only; however, Crescent Dune shall, at all times, remain the Village's customer and purchase the water through the Village, regardless of the supplier source. In the event that the Village is subsequently willing and able to provide additional water from its own supply above the Excess Amount, Crescent Dune agrees that the Village shall be the exclusive provider for any quantities above the Excess Amount that the Village is willing and able to provide.

4. The Village's Review of Documents and Required Approvals

a. The Village shall have the right to review and provide comments on agreements related to engineering and on any contract documents for the construction of the Designated Improvements (each a "Contract Document") to confirm consistency with this Agreement and applicable Village codes or design standards; provided,

however, that the Village shall complete its review of each Contract Document within fifteen (15) days of receipt, and if the Village does not object in writing to a Contract Document within this fifteen (15)-day time period, that Contract Document shall be deemed to be approved by the Village.

b. The Village shall work in good faith and cooperate with Crescent Dune to facilitate timely completion of the Designated Improvements, including coordinating reviews and permitting and providing reasonable access to Village-owned property necessary for installation and inspection activities.

c. The Village shall diligently and expeditiously pursue, process, obtain, secure and record (as applicable) all easements, rights-of-way, approvals, licenses, permits, and other rights necessary for the construction, installation, inspection, testing, operation and maintenance of the Designated Improvements, the Hallock-Young Connector Waterline Project and the Traffic Light Project (collectively, the "Required Approvals"). The Village's reasonable out-of-pocket third-party costs of the foregoing shall be reimbursable to the Village under this Agreement; provided, however, that the Village will endeavor to identify the most efficient and lowest cost alternatives for Required Approvals.

5. Substantial Completion; Inspection; Final Acceptance; Ownership of the Designated Improvements

a. "Substantial Completion" of the Hallock-Young Connector Waterline Project or the Traffic Light Project, as applicable, and any related Designated Improvements shall occur upon written certification by the applicable contractor (i.e., Shimizu of North America with respect to the Hallock-Young Connector Waterline Project or Main Lite Electric Company Inc. with respect to the Traffic Light Project) that the Designated Improvements are sufficiently complete in accordance with the approved construction plans and specification such that the improvements can be operated for their intended purpose, subject only to minor punch-list items that do not materially impair functionality.

b. Promptly following receipt of Crescent Dune's written notice of Substantial Completion, the Village's engineering consultant, Verdantas, shall review all required closeout documents, including as-built drawings, testing results, and certifications. The Village Water Dept and Verdantas shall observe Crescent Dune's contractor tests of the installed waterline and perform diligent substantial completion inspections in good faith and shall coordinate with Crescent Dune and its contractors to ensure timely completion of the waterline improvements project. Within ten (10) business days following the Village's receipt of Crescent Dune's written notice of Substantial Completion, Verdantas shall deliver to Crescent Dune and the Village a written inspection report identifying (i) approval of items completed in accordance with the construction plans, and (ii) a detailed list of any deficiencies requiring correction (the "Punch List"). Any Punch List items shall be limited to items necessary to bring the improvements into conformity with the approved plans or applicable codes. Crescent Dune shall diligently pursue correction of any Punch List items. Upon completion, Crescent Dune shall provide

notice to the Village, whereupon Verdantas shall reinspect such items within five (5) business days (and any further corrective actions shall be diligently completed by Crescent Dune and promptly reinspected and retested by Verdantas).

c. Upon correction of all Punch List items, the Village shall issue its written final approval and acceptance of the applicable Designated Improvements ("Final Acceptance"), Crescent Dune shall by bill of sale or other conveyance or dedication, in a form reasonably approved by the Village and Crescent Dune, convey ownership of such Designated Improvements to the Village in an as-is condition and without representations or warranties other than any manufacturer warranties able to be transferred to the Village without additional cost to Crescent Dune; provided, however that such conveyance document shall not expand the obligations or liabilities of Crescent Dune beyond those expressly contemplated by this Agreement. Final Acceptance shall occur no later than ninety (90) days after Crescent Dune's delivery of the certificate of Substantial Completion date for the Hallock-Young Connector Waterline Project or the Traffic Light Project, as applicable (with a separate deadline applying to each such project), subject to tolling during any Force Majeure Event.

d. Crescent Dune shall assume all costs incurred in correcting any work not performed in accordance with this Agreement for the Designated Improvements for a period of one year from the connection of the new work for the Designated Improvements into the existing water system.

e. Crescent Dune agrees to pay for the reasonable cost of any necessary repairs or replacements of the Designated Improvements during the period of one year subsequent to the date of Substantial Completion.

f. Immediately after Final Acceptance with respect to the Hallock-Young Connector Waterline Project, Crescent Dune will coordinate with the Village's Water Department to establish new water service connection(s) and make the physical connection to the new water meter(s).

g. After Final Acceptance with respect to the Hallock-Young Connector Waterline Project, Crescent Dune shall, within fifteen (15) days thereafter, provide the Village with copies of record drawings, O&M manuals, completed testing records, and lien waivers from contractors and suppliers for the Designated Improvements, in each case to the extent in the possession or control of Crescent Dune.

6. Substantial Completion

a. The Parties acknowledge that timely performance is important to the Village. The Village currently has an OEPA Water Permit for the Hallock-Young Connector Waterline Project with an expiration date of May 17, 2028. The Parties agree that the Designated Improvements shall be completed in sufficient time so as to not jeopardize said OEPA Water Permit.

b. Force Majeure. Any delay in the performance of any of the duties or obligations of a Party under this Agreement (the "Delayed Party") will not be considered a breach, default, or otherwise cause a violation, of the terms of this Agreement if the delay in performance arose from a Force Majeure Event (defined below), in which case the time required for performance will be extended for a period equal to the period of delay caused by the Force Majeure Event. The Delayed Party will give prompt written notice to the other Party of any such Force Majeure Event and will take whatever reasonable steps are reasonably necessary to relieve the effects of the Force Majeure Event. The term "Force Majeure Event" means any event or occurrence that is not within the reasonable control of the Delayed Party, and prevents that Party from performing any of its obligations under this Agreement, and includes any of the following events and occurrences: any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies, or labor through ordinary sources; labor strike, lockout, or other labor or industrial disturbance; civil disturbance; terrorist act; power outage; fire; flood; windstorm; hurricane; earthquake; landslides; lightning; tornadoes; storms; washouts; droughts; or other casualty; insurrection; epidemic; pandemic; arrests; restraint of government and people; quarantine; explosions; breakage or accident to machinery, transmission pipes, or canals; partial or entire failure of utilities; any change in law, order, regulation, or other action of any governing authority; or any other event or occurrence not within the reasonable control of the Delayed Party; provided, for the avoidance of doubt, that acts of the Village itself (including, without limitation, actions of any governing authority) shall not constitute Force Majure Events with respect to the Village. Without limitation, any delay, failure, or inability of the Village to timely obtain, process, or issue any Required Approval, or any delay in providing access to Village property necessary for the fulfillment of Crescent Dune's obligations hereunder, shall constitute a Force Majeure Event with respect to Crescent Dune and shall automatically extend Crescent Dune's performance deadlines on a day-for-day basis.

7. Dispute Resolution

a. Default Notice and Cure. In the event of a default or alleged breach of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than thirty (30) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure, and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default, the non-defaulting Party may pursue any remedies available under this Agreement.

b. Any dispute between the Parties related to the matters set forth in this Agreement that is not resolved through good faith negotiation will be subject to binding

arbitration through the American Arbitration Association with the arbitration to be conducted in Trumbull County, Ohio.

8. Miscellaneous

a. Notices. All notices, bills, and correspondence between the Parties shall be sent to the following addresses:

Village of Lordstown:	Crescent Dune LLC:
William L. Blank Village Clerk 1455 Salt Springs Road Lordstown, Ohio 44481	300 El Camino Real Menlo Park, CA 94025 with a copy to: DL-crystal-notice@softbank.com For invoices only: crystaldev@ap.ramp.com

b. Modifications; Binding Effect. This Agreement may not be altered, changed, or amended, except by instrument in writing signed by both Parties hereto. The provisions of this Agreement shall be binding upon and inure to the benefit of any successor or permitted assignee of the Parties hereto and upon any commission, council, board, or officer which hereafter by operation of law succeeds to the powers and duties of any of the councils, commissions, boards, or officers herein mentioned.

c. Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby.

d. General Representations.

i. Crescent Dune represents and warrants that as of the effective date of this Agreement: (a) Crescent Dune is authorized to do business in, and is in good standing under the laws of, the State of Ohio; (b) Crescent Dune has all requisite power and authority to enter into this Agreement and perform all of the duties and obligations required of it by, under or pursuant to this Agreement; and (iii) this Agreement has been fully authorized by all requisite action, and upon the execution and delivery of this Agreement by Crescent Dune and the Village, it will be legally binding upon Crescent Dune in accordance with its terms and conditions.

ii. The Village represents and warrants that as of the effective date of this Agreement: (i) the Village has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) this Agreement is a valid and binding obligation, enforceable against the Village in accordance with its terms; (iii) entering into this Agreement does not

conflict with any other agreement entered into by the Village, and (iv) the execution and delivery of this Agreement by the Village has been validly authorized by all necessary governmental or other action by the Village.

e. No Third-Party Beneficiary. The only Parties to this Agreement are the Village and Crescent Dune. There are no third-party beneficiaries under this Agreement, and except for any permitted assignees and successors in interest to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

f. Assignment. Crescent Dune may assign or transfer this Agreement, in whole or in part, to (i) any Affiliate (defined below), (ii) any lenders, investors, or financing parties providing, directly or indirectly, financing or investment in connection with the Expansion Project or any related transaction, (iii) any entity resulting from a merger or consolidation with Crescent Dune, (iv) any person or entity which acquires all (or substantially all) of the assets of Crescent Dune, or (v) any successor in interest to Crescent Dune. Except as set forth above in (i) through (v), this Agreement is not assignable or transferable without the express written approval of the Village, which shall not be unreasonably withheld, conditioned or delayed. The term "Affiliate" means one or more entities that control Crescent Dune, are controlled by Crescent Dune, or are under common control with Cresent Dune. Any person or entity allowed to receive an assignment under this Section is a permitted assignee. In the event of an assignment, the assignee shall assume all of Crescent Dune's obligations under this Agreement, and upon such assumption, Crescent Dune shall be released from further obligations hereunder; provided, however, that (a) such release shall be contingent upon (1) the assignee's assumption of all prospective obligations of Crescent Dune under this Agreement and (2) the assignee demonstrating, to the reasonable satisfaction of the Village, that it possesses the financial capability to perform the obligations assumed under this Agreement, and (b) Crescent Dune shall remain liable for any obligations accrued prior to the effective date of such assignment.

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

h. Governing Law. This Agreement shall be construed and enforced pursuant to the laws of the State of Ohio. All references to specific laws or regulations within this Agreement shall include all amendments and modifications made thereto and any successor laws or regulations as may be in effect from time to time during the term of this Agreement.

i. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single

instrument. The Parties may deliver such counterparts by facsimile, e-mail transmission, regular mail, or personally which shall be binding.

j. Prevailing Wage. The work performed under this Agreement constitutes a public improvement and Crescent Dune may be required to pay prevailing wages according to Ohio Revised Code Sections 4115.03 through 4115.16 to all contractors and subcontractors employed in the construction of the Designated Improvements; however, the Village shall be solely responsible for providing the prevailing wage coordinator and completing all obligations of a prevailing wage coordinator. However, it is understood and agreed that Crescent Dune is not a "contracting authority," as defined in R.C. 307.92.

k. No Waiver. Nothing in this Agreement shall be deemed to waive, amend, modify, supersede or limit any applicable zoning, permitting, moratorium or other legal requirements of the Village. The Hallock-Young Connector Waterline Project, and any use of the waterline constructed thereunder, shall comply with all applicable laws and duly issued permits and approvals. For the avoidance of doubt, this Agreement is not intended to, and shall not, constitute or be construed as an approval by the Village of any land use, including any data center use. The Parties are including this provision to address concerns and rumors surrounding potential data center usage at the 2300 Hallock Young Road, Lordstown, OH 44481 property. Crescent Dune agrees and acknowledges that this Agreement and the above-referenced property (including any tenants or occupants thereof) are subject to the Village's moratorium on data centers, specifically Local Ordinance Nos. 1-2026 and 29-2026, as those moratoriums may be extended from time to time, as well as the Village's planning, zoning, and other local ordinances.

l. No Partnership. The parties acknowledge and agree that this Agreement and the transactions contemplated hereby is not intended to, and shall not be construed to, constitute a partnership between them for U.S. federal, state, or local tax purposes or otherwise.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date of the last signature below.

CRESCENT DUNE LLC

By: _____

Name: Mike Guo

Its: Manager

Date: 09/24/2026

VILLAGE OF LORDSTOWN, OHIO

By: _____
Mayor

By: _____
Clerk

Date: Nov 5, 2026

VILLAGE OF LORDSTOWN
BOARD OF PUBLIC AFFAIRS

_____

_____

_____

Approved as to form and
Legal sufficiency:

_____
SOLICITOR FOR THE VILLAGE OF
LORDSTOWN, OHIO