

**AGREEMENT FOR PROVISION OF WASTEWATER
COLLECTION AND TREATMENT SERVICES**

THIS AGREEMENT FOR PROVISION OF WASTEWATER COLLECTION AND TREATMENT SERVICES (the “Agreement”) dated as of the ____ day of _____, 2026, is made by and between Boone County Regional Sewer District, a common sewer district organized and operated under the provisions of Chapter 204 RSMo., (herein “District”), and Midwest Winelands, LLC, a Missouri limited liability company (herein “Owner.”).

1. Background of Agreement - This Agreement is made in view of the following facts which the parties agree to be true:

1.1 Owner’s real estate that is the subject of this Agreement (the “Property”) is located in Boone County, Missouri and described as follows:

The area within the bold boundary line shown on the attached Exhibit A and made a part hereof by reference.

1.2 Owner desires to design, construct and permit a wastewater collection and treatment system serving the Property at Owner’s expense.

1.3 District is willing to provide wastewater collection and treatment services to Property if Owner will design, construct and permit a wastewater collection and treatment system in accordance with the requirements of applicable District rules, policies, procedures and regulations published from time to time (the “Regulations”) and provide the District with certain access easements in substantially the form attached hereto as Exhibit B. Owner shall also provide the District with fee simple title to the real property upon which the wastewater treatment and dispersal facilities are located by warranty deed in

substantially the form attached hereto as Exhibit C. Owner shall also provide title to the District to the personal property comprising the wastewater collection, treatment and dispersal facilities by bill of sale in substantially the form attached hereto as Exhibit D. The plans and specifications prepared in accordance with Section 2.1 hereof shall delineate which portion of the facilities are to be considered public and contained in the warranty deed and bill of sale herein described, and which are to be owned and maintained by Owner.

1.4 In order to memorialize the terms and conditions of the Owner's and District's agreement with respect to the provision of public sanitary sewer services to the Property, the parties are entering into this Agreement.

2. Owner's Obligations - Owner agrees to perform the following obligations:

2.1 Construction of Sanitary Sewers and Service Connections - Owner hereby agrees to retain, at Owner's expense, A Civil Group or another licensed, qualified engineer reasonably acceptable to District to develop plans and specifications for the construction of necessary public sanitary sewer and service connections in accordance with the Regulations. Upon District's approval of such plans and specifications, Owner further agrees to construct such sanitary sewer and service connections at Owner's own expense in accordance with the approved plans and specifications. As set forth in Paragraph 3.3 hereof, plans and specifications for the sanitary sewer line shall be reviewed and approved by District as a condition precedent to the performance by the District of its obligations under this Agreement. All sanitary sewer construction shall be in conformity with District Regulations currently in effect. All public wastewater collection and treatment facilities constructed by Owner shall be inspected and approved by District and thereafter be conveyed to District in accordance with the Regulations and pursuant to the documents described in Section 1.3 of this Agreement. Owner agrees to pay all fees for permits required by the State of Missouri Department of Natural Resources or any other governmental agencies having jurisdiction over said construction work. Owner also agrees to close the existing Les Bourgeois Missouri State Operating Permit, MO-0130923 as part of the project, and to convert the existing two-cell lagoon into a pre-treatment and flow equalization facility. The Owner also agrees to place sewer meters on all pump stations for properties that utilize well water or otherwise non-metered potable water entering the waste stream.

2.2 Conveyance of Easements and Transfer By Bill of Sale; Conveyance of Real Property - Upon final completion of all construction work described herein, Owner agrees to transfer, assign and convey to District all easements, sewer lines, manholes, equipment and other personal property constructed or acquired by Owner designated as public or otherwise as to be conveyed to the District in the plans and specifications, pursuant to the documents described in Section 1.3 of this Agreement. In addition, Owner shall

also transfer and assign to District, as applicable, all warranties, service manuals and other documentation pertaining to the equipment and facilities constructed by Owner and accepted by District. It is understood and agreed that the District shall have no obligation or responsibility for the operation, repair or maintenance of any facilities constructed until District accepts transfer of ownership of such facilities. It is further understood and agreed that the Owner shall warrant treatment and collection facilities for a period of two years after acceptance by District against defective materials and faulty workmanship and for maintenance of backfilled areas. In addition, upon final completion of all construction work described herein, Owner agrees to convey fee simple title to the real property upon which the wastewater treatment and dispersal facilities are located, by warranty deed in substantially the form attached hereto as Exhibit D. In addition, Owner shall provide District with title insurance, issued by a title insurance company authorized to issue policies of title insurance in the State of Missouri, for any real property to be conveyed hereunder.

It is understood and agreed that the portion of the Property containing the existing two-cell lagoon will not be conveyed by Owner to the District. However, the access easements granted by Owner to District described herein shall include an easement for access to said existing two-cell lagoon with a minimum of 20 feet of width commencing at the public Right of Way and in a configuration acceptable to the District.

Prior to acceptance of the bill of sale, the Owner shall provide to the District an electronic file of the as-built drawings and sealed as-built drawings. All electronic as-built file information must reference the Missouri State Plane Coordinate system currently in use by the District and be properly projected into its correct spatial location prior to submitting to the District.

2.3 Maintenance of Finished Grades and Manhole Adjustments -

Owner shall be responsible for the proper backfill of trenches necessary for installation of sanitary sewer mains and connecting laterals and agrees to regrade and make repairs to paved or hard surfaces as well as yard and landscape which result from settlement during the first three years following final completion of all construction work to be completed by Owner under this Agreement. Owner further agrees to be responsible for the adjustment of manhole heights to grades of finished elevation with final grades preventing surface water from entering manholes. In the event the Owner fails to correct deficiencies in manhole elevations within 30 calendar days of written request delivered to Owner by District, then District shall have the right and authority to correct any such deficiencies and Owner agrees to pay District all reasonable costs associated with such corrective work upon written invoice and demand made by District.

2.4 Expansion – In the event that Owner determines to undertake an expansion of the wastewater treatment or collection facility, the same design, construction and other procedures set forth in Sections 2.1 through 2.3 above, and the other provisions of this Agreement shall be applicable thereto, and the District

agrees to reserve the additional waste water treatment capacity resulting from such expansion, if any, for the Owner.

2.5 Maintenance Agreement – The Owner shall enter into, or cause a designee that is reasonably acceptable to the District to enter into, a separate agreement with the District providing for maintenance of components of the existing two-cell lagoon located on the Property. Such agreement shall be executed prior to acceptance of the bill of sale for the project by the District.

2.6 Landscape – Owner, at Owner’s expense, shall be responsible for the preparation of a landscape and maintenance plan for all tracts of ground to be conveyed to the District, and to be submitted with the plans and specifications referenced in Section 2.1. Upon District’s approval of the landscape and maintenance plan, Owner further agrees to landscape the portion of the Property to be conveyed to the District, at Owner’s expense in accordance with the approved landscape and maintenance plan. Owner further agrees to be responsible for the maintenance of the landscaping in accordance with the approved landscape and maintenance plan for the portion of the Property to be conveyed to the district, at the Owner’s expense. In the event that the Owner fails to maintain the landscaping within 10 calendar days of written request delivered to Owner by District, then District shall have the right and authority to maintain the landscaping and Owner agrees to pay District all reasonable costs associated with maintaining the landscape upon written invoice and demand made by the District.

3. District Obligations - Full performance of Owner’s obligations hereunder shall be a condition precedent to the performance of the District’s obligations hereunder.

3.1 Acceptance of Easements and Collection Facilities - Upon final completion and approval of all construction of sewer collection lines and facilities after final inspection of such lines and facilities, District agrees to accept conveyance and transfer of all public sewer easements, sewer lines, manholes and other appurtenances connected therewith and thereafter to service, maintain, repair and replace such facilities at its own expense in accordance with the standards and practices adopted by the District; provided, however, nothing in this Agreement shall be construed to authorize or permit conveyance of Owner’s non-public service lines or other facilities connected to public sanitary sewer facilities. It is expressly understood and agreed that all Owner service lines and connections and easements applicable thereto, if any, shall be and remain the property of the Owner and that all service connections to public sanitary sewers as delineated on the plans and specifications shall be the responsibility of the Owner, its successors and assigns, and that the District assumes no liability or responsibility therefor.

3.2 Provision of Wastewater Treatment Services - District agrees to provide wastewater collection and treatment services to the Property. Subject,

however, to the terms and conditions of this Agreement upon completion of construction described above and final certification and inspection of the new sewer line facilities are in compliance with Department of Natural Resource rules and all Regulations. All service shall be provided in accordance with and subject to the District's Regulations applicable to providing customer services and at the rates and charges scheduled for those services.

In addition to payment of the rates and charges described above, Owner agrees to share in the costs of maintenance and operation of the wastewater collection and treatment system constructed pursuant to this Agreement by paying for the following additional costs:

3.2.1. Actual costs of all utilities necessary to operate the wastewater collection and treatment system, including, but not limited to, electricity, potable water, data service, and alarm monitoring;

3.2.2. Septic tank pumping and related hauling, including all labor cost, equipment cost and dumping fees for septic tank cleaning, as well as ten percent (10%) overhead cost for the same, which shall be charged to the Owner on an as-needed basis as determined in the sole discretion of the District;

3.2.3. All major equipment repairs for components costing more than \$500 to replace, as well as ten percent (10%) overhead cost for the same;

3.2.4. Mowing and landscaping maintenance costs, as well as ten percent (10%) overhead cost for the same, which shall be charged to the Owner on an as-needed basis as determined in the sole discretion of the District.

3.3 Conduct Plan Review and Evaluation – The Owner acknowledges that District intends to retain a licensed, qualified engineer to conduct independent plan review and evaluation of the construction plans for the necessary public sanitary sewer within the Property. The Owner shall reimburse to the District the actual cost of the plan review and evaluation study within 60 days of invoice. Cost of independent plan review and evaluation of the construction plans shall not exceed \$5,000.00 without written approval of the Owner.

3.4 Access Easements - District agrees to accept a non-exclusive access easement as shown in Exhibit B. District further agrees that in the event that the location of said access easement needs to be changed or modified due to future development and expansion, that the District will accept an access easement in a different location and that such acceptance will not be unreasonably withheld. Further, District agrees to vacate any unnecessary access easement as the result of accepting an access easement in a different location.

4 Legal Expenses – Owner acknowledges that District will incur expenses to retain legal counsel related to this Agreement and the obligations of the Parties described herein, including, but not limited to execution of this Agreement. Owner shall reimburse the actual cost of such legal expenses incurred by the District related to this Agreement, if any, within 60 days of invoice for the same in a total amount not to exceed \$5,000.

5 Arm’s Length - The Parties hereto agree that this Agreement was negotiated at arm’s length and that for the purposes of interpretation neither Party shall be deemed the drafter of this Agreement.

6 Assignment - The Owner shall not assign their rights or obligations under this Agreement in whole or in part without the written consent of District, provided, however, that nothing in this paragraph is intended or should be construed to prevent or restrict Owner from selling the property to which this Agreement is applicable along with the allocated treatment capacity provided for herein.

7 Representations and Warranties – All of the undersigned hereby represent and warrant that they have the required legal authority to execute this Agreement and to bind themselves, or the entity on whose behalf they sign, to the terms and conditions set forth herein.

8 Entire Agreement and Amendment of Agreement - This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and agreements between the parties, written or verbal, and may be amended only by a signed writing executed with the same formality as this Agreement. All parties to this Agreement acknowledge that by executing this Agreement they have read, considered, and understand the terms and conditions of this Agreement and consequences thereof.

9 Run with the Land – The benefits and burdens of this Agreement are intended to attach to and run with the land and shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns. All persons claiming under the parties shall conform to and observe the provisions of this Agreement.

10 District to Record – The District shall record this Agreement in the office of the Boone County Recorder of Deeds.

11 Notices – All notices, consents, approvals, deliveries and other communications (collectively, “Notices”) that may be or are required to be given by either Owner or District under this Agreement shall be properly made only if in writing and sent by hand delivery, U.S. Mail, facsimile, or nationally recognized overnight delivery service (such as Federal Express or UPS), with all delivery charges paid by the sender and addressed as follows:

If to Owner: Midwest Winelands, LLC
6708 W. 131st Street
Overland Park, KS 66209
Attn: Jacob Holman

If to District: Boone County Regional Sewer District
1314 North Seventh Street
Columbia, MO 65201
Attn: Jesse Stephens

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received: (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, and (iii) if sent facsimile, on the date of transmission with computer confirmation of successful delivery without errors.

[Remainder of page intentionally blank; signature page(s) follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement for Wastewater Collection and Treatment Services as of the day and year first set forth above.

OWNER:
Midwest Winelands, LLC

BOONE COUNTY
REGIONAL SEWER DISTRICT

By: _____
Print
Name: _____
Title: _____

By: _____
Jesse Stephens, Executive Director

ATTEST:

Drew Perkins, Assistant Secretary
FORM APPROVED:

By: _____
Chris Pieper, General Counsel

State of Missouri)
)SS.
County of Boone)

On this ____ day of _____, 2026, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared _____, **Managing Member of Midwest Winelands, LLC**, to me known to be the person who executed the foregoing Agreement for Provision of Wastewater Collection and Treatment Services, and being duly sworn, acknowledged that he is the Managing Member of Midwest Winelands, LLC, a limited liability company, and that he is authorized by the operating agreement of said limited liability company to execute said Agreement for Provision of Wastewater Collection and Treatment Services on behalf of said limited liability company and acknowledged that he executed the same as a free act and deed of said limited liability company for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Boone County, Missouri, the day and year first above written.

My Commission expires _____

Public

,Notary

State of Missouri)
)SS.
County of Boone)

On this ____ day of _____, 2026, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared **Jesse Stephens**, to me known to be the Executive Director of Boone County Regional Sewer District, described in and who executed the foregoing Agreement for Provision of Wastewater Collection and Treatment Services, on behalf of said Boone County Regional Sewer District for the purpose therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Boone County, Missouri, the day and year first above written.

My Commission expires _____

Public

,Notary

EXHIBIT A

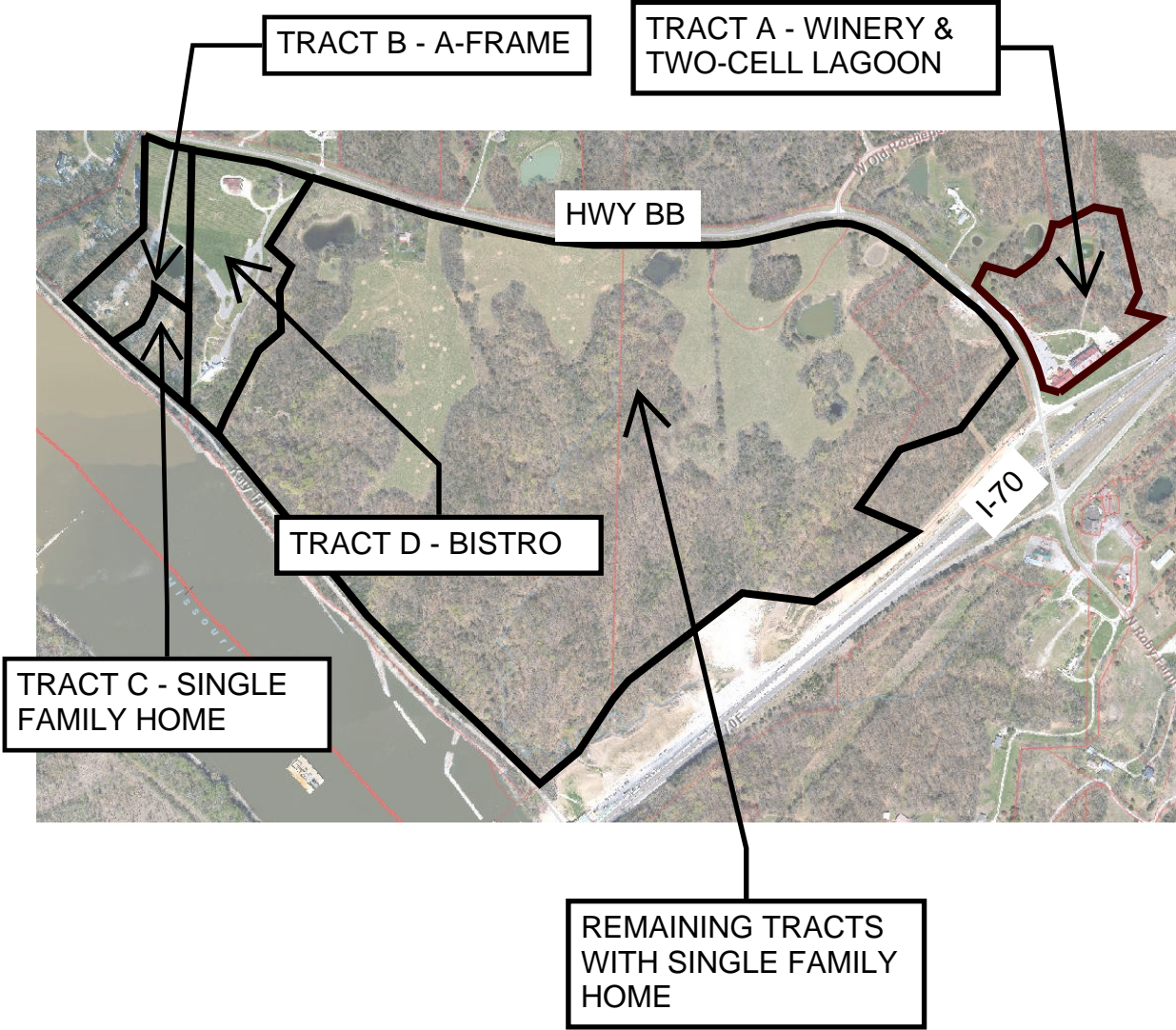


EXHIBIT B

ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that on the _____ day of _____, 20_____, the undersigned Grantors, _____, husband and wife, of Boone County, Missouri, in consideration of ten dollars and other good and valuable consideration, the receipt which is hereby acknowledged by the undersigned, does hereby grant, bargain, sell and convey unto the Boone County Regional Sewer District, a common sewer district organized and operated under the provisions of chapter 204, RSMo, hereinafter called Grantee or District, and its successors and assigns, **(Grantee's mailing address is: 1314 North Seventh St., Columbia, Missouri 65201)**, a perpetual and exclusive easement for ingress and egress upon the land of the Grantors described herein and situated in the County of Boone, State of Missouri, more particularly described as follows, to wit:

INSERT LEGAL DESCRIPTION HERE

Said easement shall include the right to construct, repair and maintain a driveway for ingress and egress only for benefit of the Grantee, its successors and assigns. This grant includes the right of the District, its officers, contractors, agents, servants, and employees and the officers, contractors, agents, servants, and employees of other political subdivisions and public agencies of the State of Missouri as designated by the Grantee, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to remove any tree, brush, structure or obstruction of any kind or character whatsoever which, in the sole judgment of the District may endanger the safety of or interfere with the ingress and egress to said District facilities. By acceptance of this easement and use thereof, the Grantee and its successors and assigns hereby covenants and agrees that said easement shall be only used for the purposes herein authorized.

The Grantors covenant that, subject to liens and encumbrances of record at the date of this easement, they are the owners of the above-described land and have the right and authority to make _____ and _____ execute this _____ Grant _____ of _____ Easement.

EXHIBIT C

WARRANTY DEED

THIS INDENTURE, made on the _____ day of _____, 20____, by and between _____ and _____, husband and wife, as Grantor, and the Boone County Regional Sewer District, a public corporation and common sewer district, acting through its Board of Trustees, as Grantee, whose mailing address is: 1314 North Seventh Street, Columbia, MO 65201. Property address: XXX acres off Highway 40 and J, Columbia, MO.

WITNESSETH, That the said Grantor(s), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Convey and Confirm unto Grantee, Grantee's heirs and assigns, the following described lots, tracts and parcels of land situated in the County of Boone and State of Missouri, to-wit:

(insert legal description here)

TO HAVE AND TO HOLD the premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto Grantee and unto Grantee's heirs and assigns forever; the Grantor hereby covenanting that Grantor is lawfully seized of an indefeasible estate in fee of the premises hereby conveyed; that Grantor has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by Grantor or those under whom Grantor claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that Grantor will warrant and defend the title to the said premises unto Grantee and unto Grantee's heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the Grantor or Grantee, the words Grantor and Grantee will be construed to read Grantors and Grantees whenever the sense of this Deed requires.

IN WITNESS WHEREOF, the Grantor has hereunto executed this instrument on the day and year above written.

EXHIBIT D

BILL OF SALE

THIS INDENTURE, made and entered into this _____ day of _____, 20____, by and between _____, of Boone County Missouri, First Party and the Boone County Regional Sewer District, a political subdivision of the State of Missouri, Second Party.

WITNESSETH:

WHEREAS, the First Party has built and constructed certain sewerage facilities in accordance with the plans and specifications and under the supervision and inspection of Second Party, and;

WHEREAS, the First Party is desirous of selling and transferring the same and all necessary and proper appurtenances and easements for sewerage facilities purposes thereto to the Second Party in consideration of Second Party's perpetual upkeep and maintenance as part of the general sewerage system of Second Party, and;

WHEREAS, Second Party is desirous of accepting the same subject to the approval and acceptance of this conveyance by the Board of Trustees of the Second Party.

NOW, THEREFORE, the First Party does by these presents, in consideration of Ten Dollars (\$10.00) and other valuable considerations to him paid, the receipt and sufficiency of which is hereby acknowledged, SELL, GRANT, ASSIGN, and TRANSFER to the Second Party and its successors forever, the following property:

[list personal property, ie: pipe, manholes, cleanouts etc.]

TO HAVE AND TO HOLD the same with all the rights, immunities, privileges and appurtenances thereto belonging, unto the Second Party and its successors, forever, so that neither the First Party, nor his/her assigns, nor any other person or persons for him/her or in his/her behalf, shall or will hereafter claim or demand any right or title in the same, or any party thereof, but they and everyone of them shall, by these presents, be excluded and forever barred.

