

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

THIS AGREEMENT (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 called “District”), and RML Investment Properties LLC, a Missouri limited liability company, (herein called “Developer”). District and Developer may be individually referred to herein as a “Party” and collectively as the “Parties”.

IN CONSIDERATION of the performance by each Party of the respective obligations described in this Agreement, the Parties specifically agree to the following:

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

1.1 Developer’s real estate which is the subject of this Agreement is located in Boone County, Missouri (hereinafter “Concorde South”) and is described as follows:

Lot 3, Lot 5, Lot 6, Lot 7 and Lot 8 of Concorde South Plat 2 as recorded on page 3 of plat book 47 of the Boone County records and Lot 2A of Concorde South Plat 1-B as recorded on page 38 of plat book 58 of the Boone County records and further described by the trustees deed recorded on page 92 in book 4938 of the Boone county records.

1.2 Subject to the terms and conditions set forth in this Agreement, Developer desires to design and construct certain improvements to the District’s Prairie Meadows wastewater treatment facility located at Reserve B of Prairie Meadows Estates as shown on page 17 of plat book 8 of the Boone County records (the “Prairie Meadows WWTF”) in order to obtain additional sewer treatment capacity at the Prairie Meadows WWTF, as described more fully herein (the “Project”).

1.3 District is willing to provide wastewater treatment capacity to Concorde South at the Prairie Meadows WWTF if Developer designs and constructs system improvements at, and obtains a permit for wastewater treatment and collection from, the Prairie Meadows WWTF in accordance with the requirements of applicable District rules, policies, procedures and regulations published from time to time (the “Regulations”), including, specifically, payment of prevailing wage rates if required pursuant to paragraph 4 hereinafter. Developer shall also convey to the District the personal property comprising the wastewater collection and treatment system by bill of sale in substantially the form attached hereto as Exhibit A. The plans and specifications prepared in accordance with Section 2.1 hereof delineate which portion of the facilities are to be considered public and contained in the bill of sale.

1.4 In order to memorialize the terms and conditions of the Parties' agreement with respect to the provision of public sanitary sewer services to Concorde South, the Parties are entering into this Agreement.

2. Developer's Obligations - Developer agrees to fulfill the following obligations:

2.1 Construction of Sanitary Sewer Collection and Treatment Upgrades - Developer hereby agrees to retain, at Developer's expense, Crockett Engineering Consultants or another licensed, qualified engineer reasonably acceptable to District, to develop plans and specifications for the construction of collection and treatment system upgrades to the Prairie Meadows WWTF in accordance with the Regulations. Upon District's approval of such plans and specifications, Developer further agrees to construct such sanitary sewer and service connections at Developer'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 collection and treatment facility upgrades 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 rules and regulations enacted by District and currently in effect. All public wastewater collection and treatment facilities constructed by Developer shall be inspected and approved by District and thereafter be conveyed to District in accordance with the Regulations and pursuant to the terms and conditions set forth herein. Developer agrees to obtain all necessary permits and pay all fees for such permits required by the State of Missouri Department of Natural Resources or any other governmental agencies having jurisdiction over said construction work. The Parties hereto understand and agree that, pursuant to Section 144.030.2(15) RSMo., machinery, equipment, appliances and devices purchased and used solely for the purpose of abetting water pollution are exempt from State of Missouri and local government sales tax. As such, District shall provide Developer a Project exemption certificate in a form approved by the Missouri Director of Revenue for use in purchasing sales tax exempt personal property necessary for construction of the Project. In addition, District shall provide Developer, its contractors, subcontractors and their agents a document giving them the right to enter onto real property owned by the District in Prairie Meadow Estates for the purpose of constructing the wastewater collection and treatment system upgrades.

2.2 Conveyance By Bill of Sale - Upon final completion of all construction work described herein, Developer agrees to transfer, assign and convey to District all sewer lines, manholes, equipment, and other personal property constructed or acquired by Developer designated as public or otherwise as to be conveyed to the District in the plans and specifications, pursuant to the documents required herein. In addition, Developer shall also transfer and assign to District, as applicable, all warranties, service manuals and other documentation pertaining to the equipment and facilities constructed by Developer 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 Developer shall warrant treatment and collection facilities for a period of two (2) years after acceptance by District against defective materials and faulty workmanship and for maintenance of backfilled areas. If, prior to the expiration of the two (2) year period after the date of substantial completion of the construction work described herein, any work is found to be defective as a result of workmanship or material defect, Developer shall, promptly and without cost to District, and in accordance with District's written instructions, either correct such defective work or, if such work has been rejected by District, remove it from the real property and replace it with non-defective work. If Developer does not promptly comply with the terms of such written instructions, District may have the defective work corrected or have the defective work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Developer.

The Developer shall provide to the District an electronic file of the as-built drawings and sealed as-built drawings. The Parties agree that the District will allocate additional treatment capacity to the Developer promptly upon (a) Developer's completion of the construction of the collection and treatment system upgrades and (b) acknowledgement of both substantial and final completion of the Project from the District, as described in Paragraph 3.4 hereinafter. 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 - Developer 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 two years following completion of all construction work to be completed by Developer under this Agreement; provided, Developer shall have no obligation to resolve settlement resulting from work performed by the District following acceptance of the sanitary sewer mains, connecting laterals and treatment facility, unless said work is as a result of defective work or materials as provided in Section 2.2 above. For a period of two years following completion of all construction work, Developer further agrees to be responsible for the adjustment of manhole heights (if any are constructed) to grades of finished elevation with final grades preventing surface water from entering manholes. In the event the Developer fails to correct deficiencies in manhole elevations within 10 calendar days of written request delivered to Developer by District, then District shall have the right and authority to correct any such deficiencies and Developer agrees to pay District all reasonable costs associated with such corrective work upon written invoice and demand made by District.

2.4 Letter of Credit. Within five (5) business days of District's approval of Developer's plans and specifications required by Section 2.1 above, Developer shall provide to District an irrevocable letter of credit, issued by a bank authorized to conduct business in the State of Missouri and acceptable to the District, in an amount equal to one hundred twenty-five percent (125%) of the cost of the construction of the facilities described in Section 2.1 above and with terms and conditions reasonably acceptable to the District. Said irrevocable letter of credit shall be callable by the District in the event Developer fails to complete the construction obligations described in Section 2.1 with 12 months of the commencement of construction and/or fails to remit full payment to any contractor, subcontractor, supplier or other any other person for work performed on the Project. The District may, in its sole discretion, provide an extension of the date on which it may call the irrevocable letter of credit. Such extension shall not be unreasonably withheld so long as Developer is making substantial progress toward fulfilling its construction obligations, as determined by the District. Owner shall provide District all final lien waivers from each contractor and subcontractor performing work for the Project as required by the District, the and District shall not be obligated to release the irrevocable letter of credit prior to receipt of all such lien waivers.

3. District Obligations – Full performance of Developer's obligations hereunder shall be a condition precedent to the performance of District's obligations hereunder:

3.1 Acceptance of Treatment and Collection Facilities - Upon final completion, final inspection and approval of all wastewater treatment and collection system improvements at the Prairie Meadows WWTF, District agrees to accept conveyance and transfer of all public sewer lines, treatment facility components, 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 non-public service lines or other facilities connected to public sanitary sewer facilities. It is expressly understood and agreed that all service lines and connections and easements applicable thereto, if any, shall be and remain the property of the Developer.

3.2 Provision of Wastewater Treatment Services - District agrees to provide wastewater collection and treatment services to Concorde South, subject, however, to the terms and conditions of this Agreement upon completion of construction described above and final inspection and final certification that the new wastewater treatment and collection system improvements 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. The permitted capacity gained shall be evaluated and determined subject

to the final design of the improvements. The additional capacity available to Developer pursuant to this Agreement shall be determined by the final design documents, as approved by the District, and the information regarding peak flow shown on the monitors installed at Prairie Meadows WWTF.

3.3 Conduct Plan Review and Evaluation – The Developer acknowledges that the District intends to conduct plan review and evaluation of the construction plans for wastewater treatment and collection system improvements at the Prairie Meadows WWTF in order to determine available capacity gained by collection and wastewater improvements.

4. Prevailing Wages and Insurance Requirements – District and Developer agree that Developer shall request a determination from the Director of the Missouri Department of Labor and Industrial Relations (“DOLIR”) regarding applicability of prevailing wage law to construction of the Project described herein. In the event the Director of DOLIR determines that Missouri Prevailing Wage Law applies to the Project, Developer will require payment of prevailing wage rates to workers on said Project. As such, if the Director of DOLIR has determined payment of prevailing wage is required, Developer’s bidding of the sewer construction Project described herein must include information and all necessary notices that Missouri’s Prevailing Wage Law applies to said construction Project and that prevailing wages must be paid. In the event the Director of DOLIR declines to make a determination with respect to the applicability of Missouri Prevailing Wage Law to the Project or does not make such a determination before Developer issues its bid for construction of the Project, Developer shall require payment of prevailing wage rates to workers on the Project and shall follow all Missouri Prevailing Wage Law accordingly. In addition, District and Developer also understand and agree that the contractor for said construction Project, along with Developer, must carry commercial general liability insurance, each naming the Boone County Regional Sewer District as an additional insured, in the following amounts: (1) For all claims arising out of a single accident or occurrence – at least \$3,547,658; and (2) For any one person in a single accident or occurrence – at least \$532,148. The Parties agree that a portion of said insurance coverage may be provided under Developer’s “commercial and general liability umbrella insurance policy”.

5. Responsibility for Obtaining Permits – Developer shall be responsible for obtaining permits for construction of the wastewater treatment and collection system improvements at the Prairie Meadows WWTF.

6. Allocation of Excess Capacity and Waiver of Connection Fees - The Parties understand and agree that the Developer shall be entitled to access and use rights for any additional treatment capacity gained from the wastewater treatment and collection system improvements at the Prairie Meadows WWTF by this Project. Developer may, subject to rules and regulations of District and the State of Missouri and with District’s written consent, assign such additional capacity to third parties. The cost assessed by Developer for any such assignment may not exceed District’s then applicable connection fee. For informational purposes, District’s duly adopted connection fee for calendar year 2026 is \$2,300. For avoidance of doubt, the Parties hereto understand and agree that District will not charge Developer, or any of Developer’s permitted

assignees, a connection fee. Under no circumstances may Developer's allocated treatment capacity exceed maximum loading under District's State of Missouri operating permit for the Prairie Meadows WWTF.

7. Legal Expenses – Developer 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. Developer 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.

8. Indemnification -- Developer agrees to indemnify and hold harmless the District, its directors, trustees, officers, agents, and employees from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, investigations or other proceedings by whomever made, sustained, incurred, brought or prosecuted, arising out of or resulting from the Project, including, but not limited to, any such liability, loss, cost, damage, expense, cause of action, action, claim, demand, lawsuit, investigation or other proceeding attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, or payment of prevailing wage rates on the Project. The obligations contained in this paragraph shall survive the termination or expiration of the Agreement.

9. 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.

10. Assignment – The Developer 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 Developer from selling the property to which this Agreement is applicable.

11. 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.

12. 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. 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.

13. Recording - The District shall record this Agreement in the office of the Boone County Recorder of Deeds.

14. Notices – All notices, consents, approvals, deliveries and other communications (collectively, “Notices”) that may be or are required to be given by either Developer 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 Developer: RML Investment Properties LLC
Attn: Jay Burchfield
302 Campusview Drive, Ste. 106
Columbia, MO 65201
Telephone: 573-875-5151
E-mail: jburchfield@silvertreeco.com

If to District: Boone County Regional Sewer District
Attn: Jesse Stephens, Executive Director
1314 N. 7th Street
Columbia, Missouri 65201
Telephone: 573-443-2774
E-mail: jstephens@bcrsd.com

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; signatures follow]

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

DEVELOPER:

RML INVESTMENT PROPERTIES LLC

By: _____
Jay Burchfield, Manager

Dated: _____

DISTRICT:

BOONE COUNTY REGIONAL SEWER DISTRICT

By: _____
Jesse Stephens, Executive Director

Dated: _____

ATTEST:

Drew Perkins, District Assistant Secretary

FORM APPROVED:

By: _____
Christopher Pieper, General Counsel

State of _____)
) SS.
County of _____)

On this ____ day of _____, 2026, before me, a Notary Public in and for the County of _____, in the State of _____, personally appeared **Jay Burchfield, Manager of RML Investment Properties, 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 Manager of RML Investment Properties, LLC, a Missouri 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 _____, _____, the day and year first above written.

My Commission expires _____

,Notary Public

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, Executive Director of the Boone County Regional Sewer District, to me personally known to me and who executed the foregoing Agreement for Provision of Wastewater Collection and Treatment Services, and acknowledged that he executed said document as the free act and deed of said District with authorization from its Board of Trustees.

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 _____

Notary Public

Exhibit A

Insert Bill of Sale Template

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.

