

CONTRACT FOR SEWER TAP SERVICES

Dated April 21 2021

Serenity Trust (the "Applicant") hereby applies to Cartwright Creek, LLC (the "Utility") for sewer taps and sewer tap services and the Utility hereby accepts said contract and agrees to furnish sewer taps and sewer tap services and any other service hereinafter specified, all in accordance with the Utility's Tariff as approved by the Tennessee Public Utility Commission (the "TPUC") and as may be amended with TPUC approval from time to time, and in accordance with the terms and conditions contained in this Contract for Sewer Tap Services (the "Sewer Tap Agreement").

Contract for: Twenty (20) Sewer Taps, up to a total of 40 Sewer Taps for applicant's property at 2600 Hillsboro Road, Franklin, TN. See attached:

Applicant's Mailing Address (for billing purposes, if different from Service Address):
TBD

Applicant's Telephone Number: TBD

Contract is for: Residential and Commercial Service (To be determined)

Note: Applicant will provide number of bedrooms of each unit for any Residential taps and will provide intended use of property and estimated flow for any Commercial taps at time of tap on. For purposes of this Agreement, one tap is equivalent to the wastewater flow and waste loading from one residential unit as determined by TPUC. Applicant shall have a One Hundred Eighty (180) day option, from the date of this Agreement to purchase up to an additional Twenty (20) Taps, for a total of Forty (40) Taps under this Agreement. Applicant shall commit to the purchase of any additional Taps (over and above 20) on or before One Hundred Eighty (180) days from the date of this Agreement. Payment for the Taps shall be as set out below:

Tap Fees for 20 Taps: \$200,000.00

Tap fees per unit for up to 20 additional Taps: \$10,000.00 per Tap or current
tariff rate

\$100,000.00 is due within Five (5) business days of the execution of this Agreement and is non-refundable unless the Applicant does not receive Williamson County approval of the Concept Plan. Payment of the additional One Hundred Thousand Dollars (\$100,000.00) in Tap Fees, and payment for any additional Taps purchased by Applicant, over and above Twenty (20) Taps, shall be due in full within Ten (10) business days of Williamson County approval of the Concept Plan.

Collection System Engineering and Repair Fees: \$200,000.00

Collection System Engineering and Repair Fees per unit for up to 20 additional Taps:
\$10,000.00 per Tap or current tariff rate

\$100,000.00 of the Collection System Engineering and Repair Fees is due upon execution of this Agreement and is non-refundable. Payment of the additional One Hundred Thousand Dollars (\$100,000.00) in Collection System Engineering and Repair Fees, and payment for any additional Taps purchased by Applicant, over and above Twenty (20) Taps, shall be due in full within Ten (10) business days of Williamson County approval of the Concept Plan.

Upon receiving written approval of Utility, Applicant may sell any unused Taps to a third-party purchaser or purchasers. However, Utility reserves the right to deny such a sale. In the event that Utility does not approve of the sale of Taps by Applicant, then Utility shall refund to Applicant, within fifteen (15) days of Applicant's written request, all Tap Fees and Collection System Engineering and Repair Fees which Applicant paid to Utility for said Taps.

TERMS AND CONDITIONS

Dated April 21, 2021

1. Tariff. Applicant acknowledges receipt of a copy of the Utility's Tariff, which contains rules and regulations and service rates to which Applicant agrees to be bound, subject to limitations in Paragraph 2 below. Applicant acknowledges that the tariff is subject to future modifications, as approved by the TPUC, and agrees to be bound by any such modifications, subject to limitations in Paragraph 2 below.
2. Sewer Service Agreement. To commence sewer services, Applicant is required to sign a "Sewer Service Agreement" with Utility (a separate document). As part of the Sewer Service Agreement, Applicant is not required to pay any additional fees until making a Service Connection at which time Applicant will pay Utility monthly fees required pursuant to the Tariff.
3. Sale or Lease of Property Served. Applicant shall notify Utility at least 30 days prior to any sale or lease of the property to be served by this Sewer Tap Contract.
4. Entire Agreement. This Sewer Tap Contract shall not be modified except in writing signed by both parties. This Agreement shall inure to the benefit of and be binding upon any successor and permitted assignee.
5. Choice of Law. This Sewer Tap Contract is governed by and shall be construed in accordance with the laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Tennessee.
6. Dispute Resolution. The parties agree to submit any dispute arising out of this Sewer Tap Contract to binding arbitration, pursuant to the rules of the American Arbitration Association, and that the arbitration shall be held in Williamson County, Tennessee. Notwithstanding the foregoing, should Utility default in the delivery of any sewer taps or sewer tap services to Applicant then Applicant may seek an equitable remedy for Utility's default in the Courts of Williamson County, Tennessee, including specific performance of this Agreement; and, if

Applicant prevails, it may recover any costs incurred by bringing such an action, including reasonable attorney's fees.

7. The Applicant is responsible for all costs to connect the Applicant's property to the Utilities' existing sewer.
8. The Utility will review and approve Applicant's collection system drawings prior to construction and inspection and approve the installation.
9. This Agreement shall inure to the benefit of and shall be binding upon Utility's and Applicant's successors and/or assigns.

Date: April 21, 2021

By signing below, the Applicant hereby warrants that it has read and agrees to abide by the Terms and Conditions (attached) of this Sewer Tap Contract and the Utility's Tariff. By signing below, the Utility agrees to transfer taps as specified above and provide sewer service for these taps.

Serenity Trust

By: Leslie McMahon
Leslie McMahon

Its: Sole member of the
Real Estate Management
Committee Serenity Trust

Cartwright Creek, LLC

By: Thomas L. Kolschowsky

Its: Senior Vice President/Corporate Counsel

7/6/2021