



June 25, 2024

Via Electronic Mail

Messrs. Chris Switzer, Mike Morris,
and Mark Clinkenbeard
Vigo County Commissioners
650 South First Street
Terre Haute, Indiana 47807

Re: Wabash Valley Resources LLC

Dear Commissioners Switzer, Morris, and Clinkenbeard:

Wabash Valley Resources LLC ("WVR") appreciates your willingness to work collaboratively with WVR on its plans for its path-breaking fertilizer manufacturing and carbon sequestration project, which promises to bring significant benefits to the region. WVR is sincere in its desire to be a good neighbor and to ensure that its operations have a positive impact on residents in Vigo County.

To that end, attached is a draft Community Benefits Agreement ("CBA") for your consideration. In broad outlines, through the draft CBA WVR proposes the following:

- WVR would endow a fund with the Wabash Valley Community Foundation (the "Foundation"), for the benefit of the citizens of Vigo County, in the aggregate amount of \$3,000,000. This fund would make an initial \$500,000 contribution for emergency response training and equipment, and would distribute 40 per cent of its income to support charitable activities serving Fayette and Sugar Creek Townships. The Commissioners would be able to recommend the distribution of fund income, subject to the Foundation's oversight and rules.
- WVR would commit to undertake road upgrades in the vicinity of its carbon dioxide injection facility, at a projected expense of up to

\$5,000,000. WVR would consult with you and key stakeholders to arrive at a joint designation of the roads or sections of roads to be upgraded.

- WVR would commit to working collaboratively with first responders serving Fayette and Sugar Creek Townships, to provide job training to former coal community workers, and to give preference in hiring to qualified applicants who reside in the vicinity of the Company's facilities.

We believe a CBA of this sort provides real benefits to Vigo County and its residents, and can cement a sound working partnership between us.

If you have any suggested revisions, or any requests that you would like to discuss, we would be happy to discuss them with you at a time and in a fashion that is most convenient for you.

Nonetheless, WVR is eager to get this project kicked off. Accordingly, please provide any feedback or suggestions by no later than the end of the day on Tuesday, July 2.

We look forward to the opportunity to work with you to come to terms on a CBA that is suitable for everyone.

If you have any questions, or would like to discuss this further, you may reach out to me directly at dwilliams@wvresc.com.

Very truly yours,



Daniel W. Williams
Chief Operating Officer

cc (all via electronic mail):

Terry R. Modesitt, Esq.
Paul K. Stockman, Esq.
Greg Zoeller, Esq.
Rory Chambers
Pete Rimsans

COMMUNITY BENEFITS AGREEMENT

This COMMUNITY BENEFITS AGREEMENT, between Wabash Valley Resources, LLC (“WVR”) and the Vigo County Commissioners (the “Commissioners”) is made this _____ day of _____ 2024.

WHEREAS, WVR is building an ammonia manufacturing facility, to be located in Vigo County (the “Project”); and

WHEREAS, WVR is committed to enhancing community safety, protecting the natural environment, and enhancing community welfare as an integral part of its operations; and

WHEREAS, WVR recognizes the community’s past and continuing support of the Project, and has agreed to provide certain community benefits;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties agree as follows:

1. Community Benefit Funds:

a. WVR shall establish an advised endowment fund, to be known as the “WVR Vigo County Community Benefit Fund” (the “Fund”), with the Wabash Valley Community Foundation, Inc. (the “Foundation”), pursuant to the terms of a “Donor Advised Endowment Fund Agreement” between WVR and the Foundation (the “Fund Agreement”).

b. The Commissioners agree to submit to the Foundation recommendations regarding distribution of available income from the Fund, as more fully provided in the Fund Agreement:

(i) At least forty percent (40%) of the distributable income from the Fund shall be used to support charitable activities in or serving Fayette and Sugar Creek Townships (including, if appropriate under the Fund’s standards, the support of rural infrastructure).

(ii) The remainder of the distributions from the Fund shall be used to support efforts to combat climate change, to facilitate clean energy and energy efficiency, to develop clean transit, to develop affordable and sustainable housing, to perform training and workforce development, to remediate and reduce legacy pollution, and to develop clean water and wastewater infrastructure. The Commissioners agree to make funding recommendations consistent with these restrictions.

2. Training and Equipping First Responders:

a. WVR shall work collaboratively with first responders serving Fayette and Sugar Creek Townships to assist in establishing a program to train and equip first responders in emergency and environmental response specific to the risks associated with WVR’s operations, including chemical handling, emergency medical response, and environmental impact mitigation.

b. As part of this, an initial distribution of five hundred thousand dollars (\$500,000.00) shall be made from the Fund to volunteer fire departments serving Fayette and Sugar Creek Townships. This distribution shall be used (i) for obtaining training in emergency response techniques in the event of environmental incidents and (ii) for equipment useful for responding to environmental incidents (including personal protective equipment, monitoring devices, and emergency medical supplies).

c. WVR will coordinate annual training sessions with Vigo County's designated emergency response teams, with additional sessions as needed.

3. Rural Infrastructure Improvement and Use Agreement:

a. To respond to the requests of Vigo County residents, and to help ensure that WVR's operations do not have a negative impact on the community, WVR commits to undertake, at its expense, road upgrades within a three-mile radius of its carbon dioxide injection facilities, at a projected expense of up to five million dollars (\$5,000,000). WVR will perform these upgrades, as it deems appropriate or necessary, by directly engaging and paying suitable contractors, and will comply with applicable Vigo County, Indiana or federal road standards.

b. The Commissioners commit to authorizing the Rural Infrastructure Improvement and Use Agreement requested by WVR. The Commissioners will direct Vigo County employees and officials to facilitate and expedite any needed approvals, to coordinate with WVR and its contractors on the efficient performance of road upgrade work, and to coordinate with the Indiana Department of Transportation as needed. The Commissioners will further encourage local officials to facilitate and encourage the timely performance of road upgrades, as necessary or appropriate.

c. The Commissioners commit to taking necessary steps (alone or in conjunction with the Vigo County Area Plan Commission) to ensure that local land use or zoning ordinances allow as of right the implementation of the Rural Infrastructure Improvement and Use Agreement and the construction and operation of Project facilities.

4. Workforce Engagement and Training: WVR will collaborate with the Commissioners to identify former coal community workers for potential employment opportunities and will make available applicable training and skills development programs to ensure that these individuals are prepared for new roles in operations, maintenance, or other relevant positions. WVR will give preference in hiring to qualified applicants who are residents of Fayette and Sugar Creek Townships and Clinton Township in Vermillion County.

5. Compliance and Reporting: WVR will appoint a responsible officer or employee to oversee implementation of this Agreement, and to respond to questions and requests from the Commissioners.

IN WITNESS WHEREOF, WVR (by its duly authorized officer) and the Commissioners have executed this Agreement as of the day and year first above written.

[signatures on following page]

WABASH VALLEY RESOURCES, LLC:

By: _____
Title: _____

VIGO COUNTY COMMISSIONERS:

Chris Switzer

Mike Morris

Mark Clinkenbeard

DRAFT

RURAL INFRASTRUCTURE IMPROVEMENT AND USE AGREEMENT

This RURAL INFRASTRUCTURE IMPROVEMENT AND USE AGREEMENT (the “Agreement”), between Wabash Valley Resources LLC (“WVR”) and the Vigo County Commissioners (the “Commissioners”), is made this _____ day of _____ 2024.

WHEREAS, WVR is building an ammonia manufacturing facility to be located in Vigo County (the “Project”); and

WHEREAS, WVR will use certain roads and rights-of-way located in Vigo County (the “Roads,” or individually a “Road”) to transport equipment and materials in connection with the development, construction, operation, maintenance, and decommissioning of facilities in connection with the Project; and

WHEREAS, the County will permit WVR and its contractors, subcontractors of any level, and subsidiaries (the “WVR Parties,” or individually a “WVR Party”) to use the Roads to transport facilities, equipment, and materials and to carry out other activities in connection with the Project, subject to the conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties agree as follows:

1. Designation of Roads: Prior to the commencement of construction of the Project, WVR will designate to the Commissioners the Roads which may be improved, upgraded, and utilized (the “Roads”). The Roads shall be designated by WVR by engaging with the community within the vicinity of the WVR (or its subsidiary Wabash Carbon Services’) carbon sequestration facilities. The final designation of Roads shall be submitted to the Commissioners within ninety (90) calendar days from the execution date of the Agreement. The identification of Roads in this Agreement may thereafter be modified by submission by WVR of an amended designation.

2. Upgrade, Maintenance and Restoration of Roads: The Commissioners grant to the WVR Parties the non-exclusive right to improve, upgrade, construct, and repair the designated Roads. WVR agrees to upgrade and maintain the Roads at its expense, including without limitation the road surface, road base, ditches, berms, bridges, culverts, drain tiles, road signs and other public improvements. The Commissioners may (but have no obligation to) designate repairs and restoration to be made, provided that such designation is reasonable under the circumstances and consistent with the general road conditions and road maintenance practices in Vigo County.

3. Use of County Roads: The Commissioners grant to the WVR Parties the non-exclusive right to use the designated Roads without restriction.

4. Procedures for Road Maintenance: The WVR Parties agree to put up safety signs within a reasonable distance of construction or maintenance activities when representatives of the WVR Parties are working on the Roads, in compliance with the then-current Indiana Manual on Uniform Traffic Control Devices. WVR further agrees to meet regularly with the Commissioners to discuss planned and completed work. If any closure of a Road or any

limitation on access to a Road is needed, WVR will provide notice at least three (3) business days prior to the closure or limitation, except in case of emergency, in which event WVR will provide notice as soon as practicable.

5. Commissioners' Designation of Responsible Official: The Commissioners may designate a responsible official to exercise any of the Commissioners' rights or obligations under this Agreement, upon notice to WVR.

6. Driveways: The WVR Parties may install temporary or permanent driveways from the Roads, as necessary to serve Project facilities, without separate permits from Vigo County.

7. Commencement, Duration and Termination: The obligations under this Agreement shall be effective upon commencement of Project construction and shall be in effect for the duration of Project operation and decommissioning.

8. No Third-Party Beneficiaries: No provision of this Agreement shall be construed to afford any non-party rights hereunder.

9. Assignment: WVR may assign this Agreement or any of its rights and obligations hereunder, in whole or in part, to any person or entity, without the prior consent of the Commissioners. Any assignee of this Agreement will thereupon assume any and all obligations and liabilities of WVR under this Agreement.

10. Successors and Assigns: This Agreement shall be binding on the parties and their successors and assigns.

11. Integration and Amendments: This Agreement, including attachments, shall constitute the complete and entire agreement between the parties with respect to the subject matter hereof. Modifications and amendments to this Agreement shall only be enforceable if they are in writing and are signed by authorized representatives of both parties.

[signatures on following page]

WABASH VALLEY RESOURCES, LLC:

By: _____
Title: _____

VIGO COUNTY COMMISSIONERS:

Chris Switzer

Mike Morris

Mark Clinkenbeard

DRAFT