

AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between the **City of Crossville, Tennessee (“Buyer”)** and **H2O Innovation USA, Inc. (“Seller”)**.

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 *Goods and Special Services*

A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. In the event of any conflict between the documents, the following order of precedence shall prevail:

- Procurement Contract Documents (This agreement, Exhibit A, Exhibit B, Standard General Conditions for Procurement Contract)
- Sellers Proposal U5762, November 18, 2025, Crossville Meadow Park Lake WTP, Proposal for the Design and Supply of a 7.0 MGD Membrane Filtration System
- Request for Proposal Dated October 3, 2025, Request for Proposal for 7.0 MGD Membrane Filtration System for the Meadow Park Lake Water Treatment Plant Crossville, Tennessee, Project Number 4698

1.02 *The Project*

A. The Project, of which the Goods and Special Services are a part, is generally described as follows:

1. 7.0 MGD (under all feedwater temperatures) Membrane Filtration System for Meadow Park Lake Water Treatment Plant as more fully described in “Request for Proposals for 7.0 MGD Membrane Filtration System Meadow Park Lake Water Treatment Plant” issued by the Engineer on October 3, 2025, a copy of which is bound to these documents and made a part.
2. The project is to be completed in 2 phases. Phase I includes Pilot Testing and Engineering Information Package. Work for the pilot testing (Item A) that is part of Phase 1 was approved by Crossville City Council September __, 2026 and totals \$50,000. Items B and C under Phase 1 will require separate approval by Crossville City Council after the completion of the pilot testing. Additionally, all work associated with Phase II – Membrane Filtration Equipment will require separate approval by Crossville City Council after the completion of the pilot testing. No work may occur and no payment will be made for Items that have not

been approved by Crossville City Council. Should the City of Crossville merge with the Cumberland Plateau Water Authority, then approval will be required by the Cumberland Plateau Water Authority prior to initiation of any work that is not part of the initial pilot testing (Phase 1 – Item A) that is being performed for the price of \$50,000.

3. The performance criteria for this project is defined as:
 - a. Nominal Capacity with four (4) 1.75 MGD skids operating shall be 7.0 MGD. This allows for the plant to still have 7.0 MGD with one of the five (5) skids out of service. Provisions should be made to allow for expansion of each skid to have a nominal capacity of 2.0 MGD each by addition of membranes modules. The membrane building will be designed to accommodate up to two (2) additional skid which can be added to achieve a future plant capacity of 12.0 MGD with one skid out of service.
 - b. Maximum Allowed Instantaneous Flux Rate should be 80 GFD from 1°C to the maximum feed water temperature or equivalent flux condition as to not impact design.
- B. Buyer has retained J. R. Wauford & Company, Consulting Engineers, Inc., an Ardurra Company ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services. Engineer's review, approval, or recommendation shall not bind Buyer to additional cost or time, nor relieve Seller of responsibility for compliance

1.03 *Point of Destination*

- A. The Point of Destination is designated as: Meadow Park Lake Water Treatment Plant, 963 City Lake Road, Crossville, TN 38572. The seller is responsible to delivery and setup of the Pilot system that is part of Phase 1 in accordance with the terms of Sellers Proposal U5762, dated November 18, 2025. The Owner accepts no responsibility for risk of loss for the goods associated with the pilot system that is part of Phase 1. Notwithstanding the foregoing, delivery of the Goods, and the transfer of risk of loss and responsibility for the Goods to be supplied under Phase 2 of proposal and this agreement, shall occur upon delivery and acceptance of Goods by the Buyer or their Contractor.

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 *Time of the Essence*

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

- A. *Date for Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's

review and approval within 14 weeks. It is the intent of the parties that the Engineer conduct such review and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval.

- B. *Date for Delivery of Goods:* The Goods associated with Phase II are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery within 40 weeks from date of approved submittals and release to manufacturer. On site services to Buyer shall commence once Buyer or Buyer's contractor is ready for Seller's personnel to come to site. Seller shall receive a 60-day notice to mobilize and plan his workforce.

2.03 *Shop Drawings and Samples*

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. *Engineer's Review:* It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 30 days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible. Engineer shall not unreasonably delay review. Delays caused by incomplete or non-compliant submittals shall not justify extensions of time.

2.04 *Liquidated Damages*

Seller shall pay Buyer liquidated damages in the amount of \$2,000 per day for each day that delivery of acceptable Goods is delayed beyond the timeline specified in Paragraph 2.02, provided however that liquidated damages shall not apply unless a clear delivery date has been established pursuant to Paragraph 2.02 or to delays caused in whole or in part by Buyer. Liquidated damages shall constitute Buyer's sole and exclusive remedy for delay; provided, however, that if such delay is directly caused by Seller's gross negligence or willful misconduct and results in (a) regulatory non-compliance, (b) reasonable and documented increased costs incurred by Buyer to maintain continuity of essential public services, (c) material delay or disruption to other project contractors for which Buyer is contractually liable, or (d) reasonable and documented costs actually incurred by Buyer to provide temporary or emergency water treatment or water supply, Buyer may recover its direct damages arising therefrom to the extent not compensated by liquidated damages. In no event shall Buyer recover duplicative damages or any indirect, consequential, incidental, special or punitive damages.

Liquidated damages shall be capped at 20% of the Contract Price.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 *Procurement Contract Price and Total Price*

A. Lump Sum Price Buyer shall pay Seller the Lump Sum amounts set forth in this Agreement for furnishing all Goods and Special Services in accordance with the Procurement Contract Documents. Purchase Orders will be issued by Buyer as the Project progresses and Buyer is ready to proceed with each Phase.

B. Phase-Based Compensation

1. Phase 1 – Pilot Testing and Engineering Information Package Buyer shall pay Seller a Lump Sum of \$50,000 for Item A and \$30,000 for Item B. Item A was approved by Crossville City Council on September __, 2026. Additional Council approval will be required after the completion of the pilot project for any work not associated with Phase 1 – Item A.
2. Phase II – Item 1 (Preparation of Shop Drawings) will require additional council approval after the completion of pilot testing. Buyer shall pay Seller a Lump Sum of \$250,000 payable as follows:
 - a. 20% upon acceptance of Purchase Order for Phase II Item 1
 - b. 60% upon submittal of shop drawing package
 - c. 20% upon approval of shop drawing package
2. Phase II – Item 2 (Membrane Filtration System) will require additional council approval after the completion of pilot testing. Buyer shall pay Seller a Lump Sum of \$6,818,545.00 provided the base offer of a 7.0 MGD five (5) skid Nanostone CUF/ Flow system with each skid rated for 1.75 MGD is the selected membrane filtration system based on the results of the pilot testing. Alternative Item 2 membrane equipment pricing for a 7.0 MGD membrane filtration system includes an Ultressa CPM for \$7,480,095 and a Toray HFUG-2020AN for \$5,042,045. The most appropriate membrane equipment will be determined after the pilot testing is complete. The work associated with Phase II – Item 2 shall be payable as follows:
 - a. 10% upon acceptance of Purchase Order
 - b. 5% upon approval of drawings and engineering packages
 - c. 45% upon receipt of major equipment at Seller's facility
 - d. 25% upon notice of readiness to ship
 - e. 5% upon completion of commissioning
 - f. 10% upon 60 days of successful system operation
- A. In the event that the Owner does not proceed with procurement of a 7.0 MGD membrane filtration system due to delays in the progression of the dam construction project for Meadow Park Lake which allows for the expansion of the water treatment plant, but desires to proceed with procurement of a three (3) skid - 3.5 MGD membrane filtration system, each skid shall be rated for 1.75 MGD (expandable to 2.0 MGD). Two skids shall have a capacity to treat 3.5 MGD and the third skid shall serve as a standby.

Pricing shall conform to Table 3.01.C.1 and shall be payable in accordance with the percentage allocations and stage payments set forth in this Section and the milestone payment schedule in Section 3.01.B.

Table 3.01 C.1

System	Membrane	Price (USD)		
		Scope for 3.5 MGD System (Includes Commissioning)	Engineering	Per Additional Train (2 MGD)
Nanostone (base Bid)	CUF Flow	\$ 4,942,142	\$250,000	\$975,901 ⁽¹⁾
Ultressa (alternative 1)	CPM	\$ 5,339,816	\$250,000	\$1,122,794 ⁽¹⁾
Toray (alternative 2)	HFUG-2020AN	\$ 3,962,791	\$250,000	\$563,320 ⁽¹⁾

- B. If, upon conclusion of the Pilot Study, the Nanostone membrane demonstrably fails to meet the Performance Criteria, Buyer and Seller shall, in good faith and by mutual written agreement, select one of the alternative membranes; Toray or Ultressa for use in the full-scale system. Any change from the Basis of Design to an alternative membrane shall be implemented only by a written Change Order signed by both parties, documenting: (a) the agreed substitute membrane (Toray or Ultressa); and (b) any adjustments to price, schedule, drawings, specifications, or warranties.
- C. The contract price is subject to adjustment to reflect price variations of parts, components, raw materials, or transportation attributable to or resulting from: (i) Buyer's request to extend the originally agreed-upon delivery dates or to delay the purchase of parts and/or components; (ii) Changes to tariffs, trade policies, taxes, laws, or regulations; (iii) Force majeure events, or (iv) a change in square foot of membrane media to be supplied as a result of a change in design flow rate and/or flux rate from the values referenced in the proposal. Notwithstanding the foregoing, such price escalation shall not exceed 15% of the lump sum price for a complete Membrane Filtration System if such escalation is triggered within two (2) years of initial bid submission. Should tariffs change on the equipment and material proposed to be provided by the Vendor after the Effective Date of this Procurement Contract, Buyer and Vendor agree to review the final impacts of tariffs for the Phase II Item 2 implementation and execute, if necessary, a modified change order for which the amended price would be calculated pursuant to (and governed by) the price escalation provision agreed upon hereinbefore.

C. Price Adjustment Limitations

1. General Rule — Fixed Price Contract The Contract Price is subject to (i) changes in tariffs, taxes, trade policies, laws or regulations; (ii) inflation; or (iii) Force Majeure Events
2. Permitted Adjustments (Documentation Required) Seller may request a price adjustment only if Seller demonstrates, with verifiable third-party documentation, that its actual, direct costs increased after the Effective Date due to:

1. Buyer-requested schedule extensions;

2. A change in membrane selection caused solely by Buyer-directed design modifications based on the piloting results.
 3. Changes in tariffs, trade policies, taxes, laws, or regulations;
 3. Cumulative Cap on Adjustments Any permitted price adjustment shall be subject to a cumulative maximum of 15% of the Contract Price, subject to Seller being released for Phase 2 Item 2 within two (2) years from bid submission. Beyond this, seller shall be allowed additional compensation as long as it follows the requirements of paragraph 3.01.C.2
 4. Timing and Waiver Seller must submit any request for price adjustment within 90 days after Seller becomes aware, or reasonably should have become aware, of the event giving rise to the request for price adjustment . Failure to do so constitutes a waiver of the claim.
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ARTICLE 4—PAYMENT PROCEDURES

4.01 *Payment for Goods and Special Services*

- A. Buyer shall pay Seller in accordance with the Lump Sum and milestone payment schedule set forth in Article 3. All payments are contingent upon Seller's full compliance with the Procurement Contract Documents. Additional approval is required by Crossville City Council after the completion of the pilot testing for any work not associated with Phase 1 – Item A (pilot testing). An amendment to this agreement will be provided for any future approvals by Crossville City Council.
- B. No payment shall be due unless and until:
 - Goods have been delivered in accordance with the Contract Documents;
 - Special Services have been satisfactorily performed;
 - Required submittals, certifications, test results, and documentation have been provided; and
 - Buyer has verified compliance with all applicable specifications.
- C. Buyer may withhold payment, in whole or in part, for:
 - defective, non-conforming, or incomplete Goods;
 - failure to meet performance criteria ;
 - failure to provide required documentation;
 - unresolved claims, liens, or disputes;

Buyer shall provide Seller with written notice setting forth in reasonable detail the basis for any such withholding. Buyer shall promptly pay any undisputed portion of an invoice notwithstanding any dispute concerning another portion thereof.

- D. Payment by Buyer does not constitute acceptance of Goods or waiver of any rights or remedies.

4.02 Invoices

- A. Seller shall submit invoices only upon completion of the corresponding payment milestone.
- B. Each invoice must include:
- itemized description of Goods and Services;
 - supporting documentation;
 - certification that all Goods conform to the Contract Documents;
 - evidence of compliance with Buyer's insurance, bonding, and safety requirements.
- C. Buyer shall have **30 days** to review and approve or reject any invoice.
- D. Invoices that are incomplete, inaccurate, or unsupported shall be rejected without penalty.

4.03 Interest

- A. All monies not paid when due shall bear interest only at the statutory rate applicable to Tennessee public entities.
- B. No interest shall accrue on:
- disputed amounts;
 - amounts withheld in good faith;
 - amounts associated with defective or non-conforming Goods;
 - any payment withheld pursuant to Tennessee law.
- C. Nothing in this Agreement obligates Buyer to pay interest in excess of limits established by Tenn. Code Ann. § 47-14-121 et seq.

4.04 Audit and Inspection Rights

- A. Buyer, the Tennessee Comptroller of the Treasury, and any authorized state or federal agency may audit Seller's books, records, invoices, and supporting documentation related to this Procurement Contract.
- B. Seller shall retain all records for seven (7) years after final payment.
- C. Failure to provide access to records constitutes a material breach.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

- A. No other assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written

consent of the party sought to be bound.

ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

6.01 *List of Procurement Contract Documents*

- A. The Procurement Contract Documents consist of the following:
 - a. This Agreement (pages 3 to 9, inclusive);
 - b. Performance Bond (pages 1 to 4, inclusive);
 - c. Payment Bond (pages 1 to 4, inclusive);
 - d. General Conditions (pages 1 to 36, inclusive);
 - e. Seller's Priced Proposal (pages 1 to 18, inclusive)
 - f. Request for Proposals – 7.0 MGD Membrane Filtration System, Meadow Park Lake Water Treatment Plant, Crossville, Tennessee (pages 1 to 176, inclusive);
 - g. Sellers Technical Proposal, (pages 1 to 297, inclusive)
 - h. Addenda (Numbers 1 and 2 – included with Item 6 hereinbefore, inclusive);
 - i. Exhibits to this Agreement (enumerated as follows): N/A
 - j. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
 - Change Orders;
 - Change Directives; and
 - Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Seller's Representations*

To induce Buyer to enter into this Procurement Contract, Seller makes the following binding representations, warranties, and acknowledgments:

1. **Review of Contract Documents** Seller has thoroughly examined the Procurement Contract Documents and acknowledges that they are adequate and sufficient for performance. Seller has

no claims of ambiguity, conflict, or insufficiency except those previously submitted in writing and resolved to Buyer's satisfaction.

2. **Site and Local Conditions** If required by the Instructions to Bidders, or if observable conditions could affect performance, Seller has visited the Point of Destination and any relevant sites. Seller is fully familiar with all observable conditions that may affect delivery, cost, progress, or performance. Seller assumes responsibility for all conditions that were reasonably discoverable upon inspection.
3. **Compliance with Laws and Regulations** Seller is familiar with, and will comply with, all applicable federal, state, and local laws and regulations in effect as of the date of this Purchase Order that are directly applicable to the Goods and services furnished by Seller under this Purchase Order.—including Tennessee procurement, environmental, safety, and licensing requirements—that may affect. performance, cost, or schedule.
4. **Correlation of Information** Seller has carefully reviewed and correlated all information known or reasonably available to Seller and has accounted for such information in its pricing and performance obligations.
5. **Notice of Conflicts or Errors** Seller has provided written notice to Buyer and Engineer of any material conflicts, errors, ambiguities, or discrepancies discovered in the Procurement Contract Documents.. Seller shall not be deemed to have waived any claim arising from matters not reasonably discoverable at the time notice was required, or changes to the scope, cost or schedule resulting from such resolutions.
6. **Sufficiency of Contract Documents** Seller acknowledges that the Procurement Contract Documents are sufficient to describe all requirements for furnishing the Goods and Special Services. Seller has not relied on any verbal statements, assumptions, or representations not expressly included in the Contract Documents.
7. **Pricing Representation** Seller represents that all prices in the Procurement Agreement are firm, complete, and based on furnishing all Goods and Special Services required by the Procurement Contract Documents. Seller has included all costs necessary for full performance and has not relied on future change orders or price adjustments except as expressly permitted in Article 3.
8. **Independent Investigation** Seller acknowledges that it has conducted its own due diligence and has not relied on Buyer's estimates, assumptions, or interpretations except as expressly stated in the Contract Documents.

7.02 Seller's Certifications

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, coercive, or otherwise prohibited practices in competing for or executing this Procurement Contract. These certifications are material inducements to Buyer and constitute conditions of the Contract.

For purposes of this paragraph:

1. **Corrupt Practice** Offering, giving, receiving, or soliciting anything of value to influence a public official's actions in the bidding or contract execution process.
 2. **Fraudulent Practice** Any intentional misrepresentation of fact intended to: (a) influence the bidding or contract award; (b) establish non-competitive or artificial pricing; or (c) deprive Buyer of the benefits of open competition.
 3. **Collusive Practice** Any agreement or arrangement between two or more bidders intended to establish non-competitive pricing or otherwise undermine free and open competition.
 4. **Coercive Practice** Direct or indirect threats or harm to persons or property to influence participation in the bidding process or execution of the Procurement Contract.
- B. Seller further certifies that it is not debarred, suspended, or otherwise prohibited from contracting with any federal or Tennessee governmental entity.
 - C. Seller acknowledges that violation of this Article constitutes a material breach and entitles Buyer to terminate the Contract for cause, recover damages, and pursue all remedies available under Tennessee law.

ARTICLE 8—CONFIDENTIALITY

8.01 *Confidential Information*

Confidential information is information in documents submitted by Seller that Seller clearly and prominently labels in writing to be a trade secret, proprietary, or confidential.

- A. Such documents, if any, will be maintained in a manner that endeavors to avoid disclosing confidential information to third parties, to the extent allowed by Laws and Regulations.
- B. Seller shall clearly and prominently mark confidential information with the word "CONFIDENTIAL" on each page or sheet or on the cover of bound documents. Place "CONFIDENTIAL" stamps or watermarks so that they do not obscure any of the required information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document.

8.02 *Disclosure of Confidential Information*

- A. If Buyer is requested to disclose confidential information, or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, public information requests, or other requests under Laws and Regulations) to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by the Procurement Contract, Buyer will provide Seller with prompt notice so Seller may seek an appropriate protective order or other remedy. Seller will be solely responsible for submitting to the regulatory body,

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governing agency, or controlling authority any arguments, briefs, memoranda, motions, authorities, or other information in opposition to disclosure.

- B. Buyer's obligations with respect to confidential information are nullified by the following exceptions:
 - 1. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;
 - 2. Buyer can demonstrate through suitable documentation that the confidential information was already in the Buyer's possession, and not previously marked as confidential, or was otherwise publicly available prior to the Effective Date of the Procurement Contract;
 - 3. The confidential information is subsequently and independently disclosed to the Buyer by a third party who has a lawful right to disclose such information; Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations. Nothing in this Agreement shall be construed to prevent Buyer from complying with the Tennessee Public Records Act.

8.03 *Waiver of Immunity*

- A. Notwithstanding any other provision of the Procurement Contract, it is stipulated and agreed that by accepting confidential information, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

ARTICLE 9—MUTUAL WAIVER

9.01 *Mutual Waiver of Consequential Damages as to Phase I*

Buyer and Seller waive claims for incidental, indirect, or consequential damages relating to Phase I. Except for liabilities attributable to personal injury or death, Seller's liability shall not exceed 100% of the Contract Price.

ARTICLE 10—PILOT SYSTEM PERFORMANCE

10.01 Pilot Protocol Statement

- A. Buyer and Seller shall jointly develop a written Pilot Testing Protocol that establishes clear, measurable, and objective performance criteria necessary to evaluate the suitability of the proposed Membrane Filtration System. The protocol shall include, at a minimum, performance metrics related to water quality, flux rate, recovery, cleaning frequency, energy consumption, and any other parameters reasonably required to evaluate capital and operational impacts.
- B. Concluding the pilot study, Buyer and Seller shall mutually agree on the membrane selection, operating parameters, warranty conditions for said membranes to be implemented in the full-scale design.
 - B. Seller shall conduct the pilot in accordance with the approved Pilot Testing Protocol and shall provide complete, accurate, and verifiable data, logs, and reports. All raw data

generated during the pilot shall be the property of Buyer.

C. If the pilot results fail to meet the performance criteria established in the Pilot Testing Protocol, the following actions can be evaluated:

1. Terminate this Procurement Contract without penalty or further obligation with no payment to be made for any work not associated with Phase 1 – Item A;
2. Require Seller to repeat or extend the pilot at Seller's expense;
3. Require a redesign of the proposed Membrane Filtration System at no cost to Buyer

F. This clause is in addition to, and does not limit, Buyer's rights under Tennessee law or any other provision of the Procurement Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement.
Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is _____.

Buyer

City of Crossville, Tennessee

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: R.J. Crawford

(typed or printed)

Title: Mayor

(typed or printed)

Attest: _____

(individual's signature)

Title: Vallerie Hale, City Manager

(typed or printed)

Address for giving notices:

392 North Main Street

Crossville, TN 38555

Designated Representative:

Name: Joe Kerley

(typed or printed)

Title: Water Resources Director

(typed or printed)

Address:

963 City Lake Road

Crossville, TN 38572

Phone: 931-267-1447

Email: joe.kerley@crossvilletn.gov

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Seller

H2O Innovation USA, Inc.

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: Travis Steimle

(typed or printed)

Title: Regional Sales Manager, Northeast

(typed or printed)

(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

8227 Bunker Lake Boulevard, Suite 500

Ramsey, MN 55303

Designated Representative:

Name: Travis Steimle

(typed or printed)

Title: Regional Sales Manager, Northeast

(typed or printed)

Address:

8227 Bunker Lake Boulevard, Suite 500

Ramsey, MN 55303

Phone: 845-707-2019

Email: travis.steimle@h2oinnovation.com