

SOLAR POWERED ELECTRIC ENERGY GENERATION FACILITY DESIGN-BUILD CONTRACT

PARTIES:

City of Anthony, Kansas
124 S. Bluff Ave.
Anthony, KS 67003

Entegrity Energy Partners, LLC
1403 East 6th Street
Little Rock, AR 72202

This Solar Powered Electric Energy Generation Facility Design, Construction, Installation, and Purchase Contract ("Contract") is made and entered into as of this ____ day of _____ 2026, by and between the **City of Anthony, Kansas** ("Owner") and **Entegrity Energy Partners, LLC**, an Arkansas limited liability company (Contractor), the "Parties."

Now, THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound hereby, the Parties hereto covenant and agree that the any Schedules or Exhibits attached hereto are made a part of this Contract by reference:

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A. DEFINITIONS

Capitalized terms used in this Contract shall have the meanings assigned to them in this Section A or elsewhere in the Contract. In the event of a conflict between this Contract and any Schedule or Exhibit, the terms of this Contract shall govern unless expressly stated otherwise.

1. **ACCEPTANCE.** Owner's written confirmation that the Work (or a defined portion thereof) has achieved Mechanical Completion or Final Completion, as applicable.
2. **ANNEXATION APPROVAL.** Final written approval by the Harper County Kansas Board of County Commissioners authorizing annexation of the real property comprising a portion of the Project Site into the Owner's municipal boundaries, which approval is final, non-appealable, and no longer subject to administrative or judicial review.
3. **CHANGE ORDER.** A written instrument issued after execution of this Contract signed by Owner and Contractor, stating their agreement upon the following:
 - a. The scope of the change in the Scope of Work;
 - b. The amount of the adjustment to the Contract Sum; and
 - c. The extent of the adjustment to the Project Schedule.
4. **CONTRACT.** This Contract shall consist of this Solar Electric Energy Generation Facility Design-Build Contract, and all Schedules and Exhibits attached hereto, and any subsequent written Contract Modification(s) or Change Orders made to this Contract.
5. **CONTRACT EFFECTIVE DATE.** The date this Contract is executed by a duly authorized representative of each Party thereto.
6. **CONTRACT MODIFICATIONS.** Any mutually agreed upon written amendment to this Contract issued after execution of this Contract and signed by both Parties.
7. **CONTRACT SUM.** The sum of all materials, labor, auditing, design, engineering, project performance management, overhead, profit, contingency, and subcontracted services related to the performance of the Work at the Owner's Project Site. The Contract Sum includes amounts payable upon execution of this Contract as consideration, as well as amounts payable for performance of the Work
8. **DEFECT.** Any work that does not conform to the requirements of the Contract.
9. **ELECTRIC UTILITY.** Anthony Electric, and its successors and assigns.
10. **FINAL COMPLETION.** Final Completion means the date on which all Work is complete in accordance with the Contract and all workers performing the Work are off the Project Site (other than as necessary to perform warranty work).
11. **FORCE MAJEURE EVENT.** Any act or event that prevents the affected Party from performing its obligations in accordance with this Contract, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party. Subject to the foregoing, Force Majeure Events may include but are not limited to the following acts or events: (i) extraordinary wind storms, hail, tornados, hurricanes, floods, lightning strikes, and earthquakes; (ii) explosions or fires arising from

lightning strikes or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance and unrelated to any defect in materials or equipment of Contractor; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, pandemic, official actions of any governmental authority, terrorist acts, or rebellion; and (iv) strikes or labor disputes.

- 12. FUNDED WORK.** Those portions of the Work expressly authorized in a Notice to Proceed and supported by currently appropriated and lawfully available funds in compliance with Kansas law.
- 13. MECHANICAL COMPLETION.** The date the Scope of Work in whole or in part, is sufficiently implemented in accordance with the Contract and is complete except for minor items, adjustments, and/or corrections.
- 14. NOTICE TO PROCEED ("NTP").** A written authorization issued by Owner after satisfaction of Annexation Approval that identifies specific portions of the Work authorized to proceed and certifies the maximum amount of funds lawfully appropriated and available for such Work.
- 15. PLACED-IN-SERVICE.** The date when (a) Mechanical Completion has occurred, (b) all necessary governmental approvals for operation have been obtained, (c) all critical tests necessary for proper operation have been performed and system has been shown capable of operating in a reliable and continuous manner for its intended purpose, (d) synchronization of the system to the grid has occurred, and (e) an executed Standard Interconnection Agreement (or other final interconnection approval required by the Electric Utility for commercial operation) has been obtained and is in effect.
- 16. PROJECT SITE.** The property where the Project will be located.
- 17. RENEWABLE ENERGY CREDITS.** The environmental, economic, and social attributes of a unit of electricity, such as a megawatt hour, generated from renewable fuels that can be sold or traded separately.
- 18. STANDARD INTERCONNECTION AGREEMENT.** The contract form required for interconnection of a solar electric energy generation facility into the Electric Utility's distribution system.
- 19. SUBCONTRACTOR.** A person or entity who has a direct contract with the Contractor to perform a portion of the Scope of Work or Services in the Contract.
- 20. WARRANTY DATE.** The Placed-in-Service Date.
- 21. WARRANTY PERIOD.** The period of one year following the date that the Project is Placed-in-Service.
- 22. WORK.** All of Contractor's design, engineering, mobilization, construction and other services required by the Contract, including procuring and furnishing of materials, equipment, services and labor reasonably inferable from the Contract as set forth in Section B(1) herein. For the avoidance of doubt, Work does not include activities

undertaken by Contractor in connection with execution of this Contract prior to Annexation Approval.

B. SCOPE OF WORK, PROJECT SCHEDULE, NOTICE TO PROCEED, AND CONTRACTOR OBLIGATIONS

1. SCOPE OF WORK

The Scope of Work that Contractor is obligated to perform is as follows:

Contractor shall furnish all labor, materials, and equipment necessary for the turnkey design, construction, and installation of a solar array (the "Project") to be operated as an electric energy generation facility on the Project Site, subject to the inclusions and exclusions listed below, provided, however, that no Work shall be performed unless and until Annexation Approval has occurred and such Work has been authorized pursuant to a valid Notice to Proceed.

INCLUSIONS:

Project Development, Design and Electric Utility Application:

- a. Develop the Project;
- b. Furnish stamped civil, electrical, and structural stamped design drawings;
- c. Complete and submit all necessary applications and forms to Electric Utility.

Construction and Interconnection:

- a. Provide OSHA approved safety and set up prior to initiating work;
- b. Provide all equipment to manage materials specifically for use in the Scope of Work defined herein;
- c. Provide civil earthwork;
- d. Furnish and install all AC electrical gear, PV inverters, PV racking (Domestic C Piles), PV modules (Domestic), PV DC wiring, and above ground free air wiring tray (CAB System) as designated per manufacturer's specifications;
- e. Furnish and install all secondary wiring and conductor(s);
- f. Install concrete pad per Electric Utility specifications utilizing domestic steel (Note: Owner will be responsible for installing transformer to the pad, as well as everything upstream of primary terminations);
- g. Install Energy PowerTrack monitoring system;
- h. Furnish and install 6' galvanized chain link fencing with three strands of barbed wire;
- i. Provide start up and Owner training for the solar array; and
- j. Daily cleanup.

EXCLUSIONS:

Contractor's Scope of Work does not include the following:

- a. Remediation of unknown, concealed, or materially differing soil, environmental, or other subsurface conditions is excluded from the Contract Sum and shall be addressed, if required, via Change Order pursuant to Sections E(4) and E(10).
- b. Any vegetation maintenance, landscaping, or installation of privacy screens;
- c. Any painting of electrical equipment or facilities;
- d. Procurement or installation of the following:
 - a. Pad-mounted transformer (Note: Contractor to furnish and install concrete pad utilizing domestic rebar to achieve domestic content adder for Investment Tax Credit);
 - b. Primary conduit and fiber, including trenching and compaction;
 - c. Fiber and conduit to recloser/breaker, including trenching and compaction;
 - d. Overhead MV poles and conductor(s); and
 - e. Primary termination(s);
- e. Any underground conduiting running from solar electrical gear.

2. PROJECT SCHEDULE.

- a. No Performance Prior to Annexation:
 - i. Notwithstanding any other provision of this Contract, Contractor shall not commence any design, procurement, construction, or other Work prior to Annexation Approval.
- b. Post-Annexation Scheduling:

Following Annexation Approval, the Project Schedule shall be established and adjusted based on the scope and funding authorized in each Notice to Proceed. Contractor shall not be responsible for delays attributable to the timing or sequencing of Notices to Proceed or the availability of appropriated funds.

3. NOTICE TO PROCEED.

- a. Condition Precedent – Annexation. Annexation Approval is a condition precedent to any obligation of performance by either Party under this Contract. No Work of any kind shall be performed, and no costs shall be incurred, prior to satisfaction of this condition precedent.
- b. Notices to Proceed. Following Annexation Approval, Owner may issue one or more written Notices to Proceed authorizing Contractor to perform discrete portions of the Work.
- c. Funding Limitation. Each Notice to Proceed shall:
 - i. Identify the specific Work authorized;
 - ii. state a not-to-exceed dollar amount payable for such Work; and
 - iii. certify that such amount is supported by funds currently appropriated and lawfully available in compliance with the Kansas Cash Basis Law and Budget Law.
- d. No Obligation Beyond Authorized Amounts. Contractor shall have no obligation to perform Work in excess of the amount authorized in a Notice to Proceed, nor to perform Work in anticipation of future appropriations or financing.

4. CONTRACTOR OBLIGATIONS.

Contractor shall supervise and direct performance of Work at the Project Site using the degree of care, skill, and diligence in the performance of the Work, to assure such Work is performed in a good and workmanlike manner, consistent with industry standards for similar projects and circumstances in the same geographic area. Contractor shall be responsible for, and have control over, the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract provides other specific instructions concerning these matters. The standard of care for all design professional services provided by Contractor within the Scope of Work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project Site.

Unless otherwise specifically provided in the Contract, Contractor shall:

- a. Provide and pay for all labor, materials, tools, equipment, and machinery necessary for the proper execution of the Work.
- b. Pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded whether or not effective or merely scheduled to go into effect and shall secure and pay for the building permit and other permits, licenses and inspections necessary for proper execution and completion of the Work.
- c. Pay for permits and fees that are directly related to the performance of the Work.

- d. Comply with, and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities having jurisdiction or bearing on the Work.
- e. Provide Owner reasonable access to the Project Site to inspect Contractor's preparation and progress.
- f. Keep the Project Site and surrounding areas free from accumulation of waste materials or rubbish caused by Contractor's operations under the Contract.
- g. Conduct a final walk-through with the Owner.
- h. At Final Completion, Contractor shall remove all waste materials, rubbish, Contractor's tools, equipment, machinery, and surplus material.
- i. Provide close-out documents to Owner, including, as-built drawings, warranty information, O&M Manuals, and Owner training certificates, as applicable to the Scope of Work.

C. OWNER OBLIGATIONS

1. TAX EXEMPTION

Owner shall provide Contractor with a valid Kansas Project Exemption Certificate prior to issuance of the applicable Notice to Proceed to which such exemption applies.

2. DUTY TO COOPERATE.

Owner shall, throughout Contractor's performance of the Work, cooperate with Contractor and perform Owner's responsibilities, obligations and services in a timely manner so as not to delay or interfere with Contractor's performance of its obligations under the Contract. This obligation includes Owner's responsibility to provide timely reviews and approvals of any submissions Contractor may require, Owner's responsibility to provide timely notice to Contractor of any work that Owner believes to be defective or not in compliance with this Contract, as well as Owner's responsibility to provide reasonable assistance to Contractor in obtaining permits, approvals and licenses as required.

3. INFORMATION ACCESS.

Unless otherwise expressly stated herein, Owner shall promptly provide at its own cost and expense, for Contractor's information and use the following, all of which Contractor is entitled to rely upon in performing the Work:

- a. Surveys describing the property, boundaries, topography, and reference points for use during construction, including existing service and utility lines;
- b. Geotechnical studies describing subsurface conditions or any other information describing physical conditions at the Project Site;
- c. Temporary and permanent easements, zoning and other requirements and/or encumbrances affecting land use, or necessary to permit the performance of the Work; and
- d. A legal description of the Project Site.

Subject to Owner's consent, which shall not be unreasonably withheld, Owner agrees to provide Contractor with requested information relating to Owner's electric utility accounts, including Owner's rate schedules and tariff programs.

4. UTILITY FORMS AND APPLICATIONS.

Owner agrees to cooperate with Contractor in negotiations and submittal of any applicable forms and applications to Electric Utility, including by signing and returning any applicable forms in a timely manner.

5. PROJECT SITE.

Owner shall provide Contractor with timely and sufficient access to the Project Site as necessary for Contractor to perform the Work. Owner agrees to grant Contractor a temporary construction easement for the duration of the Work, including for the purpose of staging materials, equipment, and personnel.

Owner shall provide Contractor with adequate space on or adjacent to the Project Site for the staging and storage of materials and equipment, subject to Contractor's reasonable approval of the location and configuration of such space.

Owner represents and warrants that the Project Site does not contain any easements, including but not limited to utility easements (e.g., water, gas, or electric lines), that would interfere with the safe and efficient performance of the Work, including staging activities.

In the event any such easements are subsequently discovered that materially impact Contractor's ability to perform or stage the Work, Owner shall be responsible for the costs of removing or relocating the easements or procuring an alternative site suitable staging associated with the Work. Any resulting delay or cost impact shall be treated as a Change Order event under Sections E(10) and E(4).

D. CONTRACT SUM AND PAYMENT SCHEDULE

The Parties acknowledge that Owner's payment obligations under this Contract are subject to the Kansas Cash Basis Law and the Kansas Budget Law. Owner shall be obligated to pay Contractor only for Funded Work authorized under a valid Notice to Proceed and shall incur no liability beyond funds lawfully appropriated and available at the time such Work is authorized.

1. CONTRACT SUM.

The Contract Sum for the Scope of Work shall be Five Million, Four Hundred Forty Thousand, Four Hundred Ninety-One Dollars **(\$5,440,491.00)**.

2. PROJECT DEVELOPMENT FEE.

Contractor shall provide an initial invoice to Owner for the Project Development Fee pursuant to the Project Development Consulting Agreement between the Parties dated

December 18, 2025 ("PDA Fee"). The amount of the Project Development Fee shall be Thirty-Nine Thousand, Seven Hundred Fifty Dollars (\$39,750), which amount is included in the Contract Sum. The Project Development Fee shall be earned upon the Contract Effective Date and shall be payable regardless of whether Annexation Approval is obtained. Payment of the Project Development Fee is not conditioned upon issuance of a Notice to Proceed or commencement of Work.

Contractor shall deliver the Project Development Fee invoice to Owner within ten (10) days of the Contract Effective Date, and Owner shall remit payment within ten (10) days of receipt of such invoice. If Annexation Approval is obtained and Work proceeds, the Project Development Fee shall be credited against the Contract Sum through the Schedule of Values.

3. SCHEDULE OF VALUES.

The Schedule of Values shall be used as the basis for preparation of progress invoices as set forth below with respect to the Scope of Work, and, except as otherwise set forth herein, shall establish the amount to be paid to Contractor on a percentage complete basis each month of the Project Schedule. The Schedule of Values establishes the relative value of various phases of the Work but does not authorize performance of any portion thereof. Each line item shall be billable only to the extent the corresponding Work has been expressly authorized in a valid Notice to Proceed.

Contractor shall invoice Owner pursuant to the following Schedule of Values:

Schedule of Values	Percentage	Amount
Project Development	10%	\$544,050
Design	25%	\$1,360,123
Procurement	25%	\$1,360,123
Construction	35%	\$1,904,170
Closeout	5%	\$272,025
Total	100%	\$5,440,491.00

4. PAYMENT ADMINISTRATION.

Contractor shall deliver to Owner a progress invoice on or before the 10th of each month, based on the Schedule of Values and percent complete as of the invoice date. Owner shall remit payment to Contractor on or before the 30th day of that same month.

5. LATE PAYMENT AND INTEREST.

If any payment due to Contractor by Owner is more than thirty (30) calendar days late from the due date, the Owner shall pay to Contractor an interest rate of eight percent (8%) per annum or the maximum allowed under applicable law, whichever is less, accruing from the date payment is due.

6. CONTRACTOR RIGHT TO STOP WORK OR TERMINATE CONTRACT FOR NON-PAYMENT.

- a. In the event that the Owner does not pay the Contractor all amounts due within 30 calendar days from the payment due date, Contractor may stop performing the Work until Contractor has received payment of the amount due. In the event the Work is stopped, the Project Schedule shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up.
- b. In the event that the Work has been stopped for 30 calendar days or more pursuant to Section D(6)(a), Contractor may, upon seven (7) days' written notice to the Owner, terminate the Contract. If the Contractor terminates the Contract, Owner shall pay Contractor for all Work executed and for incurred costs related to the materials, equipment, tools, including reasonable overhead, profit, and damages.
- c. Exhaustion of Appropriated Funds. Contractor shall have the immediate right, upon written notice, to suspend performance if continued Work would exceed the amount authorized in a Notice to Proceed. Such suspension shall not constitute default, and the Project Schedule shall be adjusted accordingly.

7. OWNER RIGHT TO WITHHOLD CONTRACTOR PAYMENT(S).

If Owner believes that Contractor is not entitled to payment of all or part of an invoice as a result of one of the reasons listed below, it shall inform Contractor in writing at least five (5) days prior to the day payment is due. Owner shall identify the specific measures it requests Contractor perform to rectify Owner's concerns. If the Parties cannot resolve such concerns, Contractor may pursue its rights under the Contract. Payments may be withheld by the Owner only due to the following:

- a. Defects not remedied within the time periods set forth in Section E(6); and
- b. Repeated failure by Contractor to carry out the Scope of Work in accordance with the Contract.

However, in no event shall the Owner withhold payment of an amount greater than the disputed portion of an invoice.

8. FINAL PAYMENT.

When the Contractor achieves Final Completion, Contractor shall submit a final invoice to Owner and Owner shall remit payment to Contractor within thirty (30) days from the date of the invoice. Final payment shall be due upon Final Completion and Acceptance and shall constitute a waiver of claims by Owner, except those arising from:

- a. Liens, claims, security interest or encumbrances arising out of the Contract, and which are unsettled;
- b. Failure of the Scope of Work to comply with the requirements of the Contract;
- c. Terms of any special warranties required by the Contract; or
- d. Latent defects not reasonably discoverable at the time of Final Completion.

If, after Mechanical Completion, Final Completion is delayed through no fault of Contractor or by issuance of Change Orders affecting Final Completion, the Owner shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Scope of Work fully completed and accepted.

E. TERMS AND CONDITIONS

The following Terms and Conditions are incorporated into and made part of this Contract and supersede and replace all conflicting terms contained in any attachment, exhibit, proposal document, or Owner contract terms.

1. MUTUAL OBLIGATIONS.

Owner and Contractor commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to facilitate timely performance of the Work and permit each Party to realize the benefits afforded under the Contract.

2. PERMITS & FEES.

Contractor shall be responsible for securing all permits and paying all fees necessary and applicable to performance of the Work.

Owner shall secure and pay for necessary approvals, easements, assessments, and charges required for the use or occupancy of permanent structures or permanent changes of the Project Site.

3. DESIGN AND MODELING.

Contractor shall design the Project using HelioScope advanced solar design software using the same weather data and other parameters that are used for the design and modeling of solar projects with Contractor's other clients, provided that all modeling results are predictive in nature only and do not constitute performance or production guarantees.

4. SITE CONDITIONS; INSPECTION.

Contractor has had or will have the opportunity to review available site information and to conduct reasonable site inspections. Contractor shall not be responsible for latent, concealed, or materially differing conditions not reasonably discoverable prior to execution of this Contract. Any such conditions shall constitute an event requiring a Change Order.

5. WARRANTY.

Contractor warrants to Owner that the materials and equipment installed by Contractor will be of good quality and free of defects in workmanship. Contractor warrants that the work will conform to the requirements of the Contract and will be free from Defects, except for those inherent in the quality of the Scope of Work required.

Contractor's warranty excludes remedy for damage or Defect caused by abuse or alterations to the work not executed by or on behalf of Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear from normal and customary usage.

Upon Final Completion, Contractor shall transfer to Owner any manufacturer warranty, or warranties, to the extent permitted by the product manufacturer.

6. DEFECTIVE WORK.

Scope of Work materials or equipment not conforming to the requirements in Section E(5) may be considered a Defect. During the Warranty Period, Contractor shall repair or replace defective material or equipment and re-perform Work to correct any Defect promptly after receipt of written notification from the Owner to do so, unless Owner has previously given Contractor a written acceptance of such condition. The Owner shall give such written notice promptly after discovery of the condition. During the Warranty Period, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

If within the Warranty Period, Contractor does not commence to perform remedial work within ten business (10) days following Contractor's receipt of notice from Owner that identifies Defective Work or after Contractor otherwise becomes aware of such Defective Work, Owner, upon thirty (30) calendar days' prior written notice to Contractor, may perform the remedial work itself or have the remedial work performed by another party. Owner will be entitled to the cost of said remedy from Contractor only to the extent such costs are reasonable, documented, and directly attributable to the Defective Work. Such corrective work shall not expand Contractor's warranty obligations beyond the Warranty Period.

7. RENEWABLE ENERGY CREDITS.

Any Renewable Energy Credit created as a result of electricity supplied by the Project shall be the property of the Owner, as the customer that generated the Renewable Energy Credit.

8. ROYALTIES, PATENTS.

Contractor represents and warrants to Owner that the equipment and all specifications prepared or to be prepared by or on behalf of Contractor in connection with the Scope of Work will not infringe any patent, patent pending, trademark, copyright, or any other intellectual property rights.

Contractor shall pay all royalties and license fees, shall defend suits or claims for copyright infringement or patent rights, and shall hold Owner harmless from loss on account thereof. Owner shall give Contractor prompt written notice of any such action or proceeding and shall reasonably provide information and assistance in the defense of any suit or claim.

Contractor's hold harmless and defense obligations hereunder are not applicable to any loss based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Contractor to Owner; or (ii) arising from modifications to the Scope of Work by Owner or its agents after Final Completion. In the event a suit or claim is based upon events or modifications by Owner following Final Completion, Owner shall defend and hold harmless Contractor to the same extent Contractor is obligated to defend and hold harmless Owner above.

9. SUBCONTRACTS.

Contracts between Contractor and any Subcontractor to the Contractor shall require each Subcontractor, to the extent of the Scope of Work to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract, and to assume all obligations and responsibilities with which Contractor, by virtue of this Contract, assumes with Owner.

10. CHANGES TO THE SCOPE OF WORK.

Contractor and Owner may request changes to the Scope of Work within the general scope of the Contract consisting of additions, deletions, or modifications, whereby, the Contract Sum and Project Schedule shall be adjusted accordingly. Such changes in the Scope of Work shall be authorized by written Change Order that shall be mutually agreed to and signed by Owner and Contractor. The parties shall negotiate in good faith and use their best efforts to execute any Change Order. Contractor shall not be obligated to perform any changes absent a Change Order signed by both Parties.

The cost or credit to Owner from a change in the Scope of Work shall be determined by mutual agreement of the Parties and, in the absence of a mutual agreement being reached within a reasonable amount of time after the request for such Change Order was made, the cost or credit to Owner shall be decided by the dispute resolution process as provided in the Contract.

If Owner requests a proposal for a change in the Scope of Work from Contractor and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Contractor for reasonable costs incurred for estimating services, design services, and other services involved in the preparation of proposed revisions to the Scope of Work. Contractor shall be entitled to suspend performance of any disputed change pending resolution without default.

11. DELAYS AND ADJUSTMENTS TO CONTRACT TIME AND CONTRACT SUM.

If Contractor is delayed at any time in progress in performing its Work by changes ordered in the Scope of Work, a Force Majeure Event, by adverse government actions (including without limitation, the establishment of embargoes and tariffs), supply chain delays or other delays in materials or equipment procurement lead time not caused due to the fault of Contractor, or any other causes which are beyond the control of Contractor, including delays caused by the Electric Utility, Contractor shall be entitled to an extension of the Project Schedule and an adjustment in the Contract Sum for such reasonable time and amounts as arise out of or relate to such cause. Contractor shall provide reasonable written notice and supporting documentation. Owner shall respond within ten (10) business days, and failure to respond shall constitute acceptance of the time extension to the extent reasonably supported. Delays resulting from the timing of Annexation Approval, issuance of Notices to Proceed, or availability of appropriated funds shall be deemed Owner-caused delays.

In the event of any suspension or delay due to the acts or omissions of Owner, or Owner directives to stop the Work for any reason, through no fault of Contractor, the Project Schedule shall be extended to reflect such period of interruption, and the Contract Sum shall be equitably adjusted to recover Contractor's costs of demobilization, delay and remobilization related to such suspension or delay. Contractor agrees it will cooperate with Owner and mitigate such costs to the extent commercially reasonable.

12. SAFETY.

Contractor shall be responsible for initiating, maintaining, and supervising safety precautions and programs which are reasonably within its control in connection with the performance of the Contract.

Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- a. Employees involved in performing the Work and other persons who may be affected thereby,
- b. the Work and materials and equipment to be incorporated therein, and
- c. other property at the Project Site or adjacent thereto.

Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities having jurisdiction and bearing on safety of persons and property and their protection from damage, injury or loss.

Contractor shall not be responsible for the functionality or operability of ANY life safety devices, equipment, or systems at the Project Site. Pre- and post-testing of any smoke, heat, fire detection, suppression and/or any other life safety security or alarm systems is not included in the Contractor's Scope of Work. Proper operation, functionality, testing, and certification of the aforementioned devices, equipment, and systems are and will remain the responsibility of the Owner.

13. HAZARDOUS MATERIALS.

The Scope of Work to be performed by Contractor pursuant to this Contract, and the compensation to be paid to Contractor hereunder for the Scope of Work, expressly excludes any work or service of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials.

"Hazardous Materials" include, but are not limited to, asbestos and PCBs discovered in or on the premises. Owner agrees that all duties and obligations in connection with any hazardous materials located in or on the premises, are strictly the responsibility of Owner. Owner warrants and represents to the best of Owner's knowledge there are no hazardous materials in or on the Project Site which will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by Contractor pursuant to the Contract.

Should Contractor become aware or suspect the presence of hazardous materials during the performance of its Work, Contractor will be authorized to cease working in the affected area immediately. Contractor will promptly notify Owner of the conditions discovered.

Should Contractor stop performing the Scope of Work because of the discovery or suspicion of hazardous materials, the Project Schedule will be extended to cover the period required for abatement, cleanup, or removal of the hazardous materials by Owner. Contractor will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which Contractor has stopped Work as a result of hazardous materials. If appropriate, Contractor will be entitled to an equitable adjustment of the Contract Sum for any increased costs or other charges incurred by Contractor in connection with the existence of its rights under this paragraph.

Owner will be responsible for taking all necessary steps to correct, abate, clean up, or control hazardous materials not addressed by Contractor in the Scope of Work in accordance with all applicable statutes and regulations. Owner specifically agrees, to the extent allowed by state law, to indemnify and to hold Contractor, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of the release of hazardous materials into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act, except to the extent caused by Contractor's negligence or willful misconduct.

14. INSURANCE.

a. Contractor's Insurance.

Contractor shall maintain limits and types of insurance coverage specified below and as may be required by applicable law and the Contract. Such insurance shall be with companies authorized to do business in the jurisdiction in which the Project Site(s) is located with an A.M. Best's rating of at least A- VII.

- i. Automobile Liability covering all owned, hired and other non-owned vehicles, with a combined single policy limit per accident of \$1,000,000;

- ii. Commercial General Liability on an occurrence form with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate for products-completed operations hazard;
- iii. Employer's Liability with policy limits of \$1,000,000 for bodily injury by disease, \$1,000,000 each accident for bodily injury, and \$1,000,000 each employee for bodily injury by disease;
- iv. Umbrella policy with limits of \$2,000,000;
- v. Professional Liability insurance with policy limits of \$2,000,000 per claim and in the aggregate.
- vi. Worker's Compensation at statutory limits.

Certificates of such insurance shall be provided to Owner prior to Contractor's mobilization to the Project Site.

To the fullest extent permitted by law, the Contractor will cause the Commercial General Liability policy to include (1) Owner as an additional insured for claims to the extent caused by the Contractor's negligent acts or omissions during the Contractor's performance of the Scope of Work; and (2) the Owner as additional insured for claims to the extent caused by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 04 13, CG 20 37 04 13.

The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance.

- b. Owner's Insurance. Owner shall procure and maintain from insurance companies authorized to do business in the state where the Project Site is located:
 - vii. Employer's Liability with policy limits of \$1,000,000 for bodily injury by disease, \$1,000,000 each accident for bodily injury, and \$1,000,000 each employee for bodily injury by disease;
 - viii. Worker's Compensation at statutory limits;
 - ix. Commercial General Liability on an occurrence form with policy limits of \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 - x. Business Auto insurance with limits of \$1,000,000 combined single limit including hired and non-owned auto.
 - xi. Property insurance upon the Project Site to the full insurable value of the Project Site, which shall remain in place throughout Contractor's performance of the Scope of Work at the Project Site.

- c. Waivers of Subrogation. The Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages caused by fire, or other causes of loss, to the extent those losses are covered by and paid for by property insurance required by this Contract or other property insurance applicable to the Project Site, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section E(14)(c) shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. This waiver of subrogation does not apply to rights or claims that Contractor has or may have against its own subcontractors, sub-subcontractors, agents, or employees.
- d. Adjacent Properties. If the Owner insures properties, real or personal or both, at or adjacent to the Project Site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the Project Site through a policy or policies other than those insuring the Project Site during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section E(14)(c) for damages caused by fire or other causes of loss covered by this separate property insurance.

15. PUBLIC WORKS BOND.

If the Contract Sum exceeds \$100,000, Contractor shall furnish a performance and payment bond with good and sufficient sureties in a sum not less than the Contract Sum, as conditioned and required by Kansas law. The bond required shall be filed with the clerk of the district court of the Project Site prior to issuance of the Notice to Proceed.

16. FORCE MAJEURE.

Except as specifically provided in this Contract, neither Party shall be considered in breach of this Contract or liable for any delay or failure to comply with this Contract if and to the extent that such delay or failure is caused by the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) inform the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event;

- (iii) inform the other Party in writing of the cessation of such Force Majeure Event; and
- (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

17. LIMITATION OF LIABILITY.

In no event shall Contractor be liable to Owner or to any third party for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise. In no event shall Contractor's aggregate liability arising out of or related to this Contract, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the Contract Sum regardless of the theory of recovery.

18. INDEMNIFICATION.

This Section shall be interpreted and enforced only to the extent permitted by applicable Kansas law.

- I. Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and (subject to subsection (c), defend) Owner, its officers, elected officials, agents, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness or death and non-party property damage or destruction (other than to the Work itself) but only to the extent caused by the negligent acts or omissions of Contractor, Subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.
- II. Owner shall indemnify, hold harmless and (subject to subsection (c), defend) Contractor and any of Contractor's officers, directors, agents, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction, but only to the extent caused by the negligent acts or omissions or willful misconduct of Owner, or anyone for whose acts Owner may be liable.
- III. Defense. A Party's duty to defend the other Party applies only to the extent the claim is alleged to be caused by the defending Party's negligence or willful misconduct and shall be limited in the same proportion as the indemnity obligation under subsections (a) and (b).
- IV. No indemnification for indemnitee negligence. In no event shall either Party be obligated to indemnify or defend the other Party for the negligence or willful misconduct of the Party seeking indemnity or any agent or employee thereof, consistent with Kansas law.

19. TERMINATION OF THE CONTRACT.

- i. Automatic Termination Upon Failure of Annexation Approval.
 - a. Annexation Approval is a condition precedent to any obligation of performance under this Contract. If Annexation Approval is not obtained, this

Contract shall automatically terminate without further obligation by either Party, except that Owner's obligation to pay the Project Development Fee shall survive, and neither Party shall be entitled to any additional compensation or damages.

ii. Owner's right to stop work for convenience.

- a. Following Annexation Approval and issuance of a Notice to Proceed, Owner may, without cause and for its convenience, order Contractor in writing to suspend performance of authorized Work. Any such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.
- b. Contractor shall be entitled to an equitable adjustment of the Contract Sum and the Project Schedule if its cost or time to perform the Scope of Work has been adversely impacted by any suspension or stoppage of the Scope of Work by Owner. Any such adjustment of the Contract Sum shall include reasonable profit, overhead, and expenses.

iii. Owner's right to terminate for convenience.

Owner may, at any time, terminate this Contract for convenience upon ten (10) calendar days' written notice to Contractor. In the event of a termination for convenience by Owner under this section and with respect to all portions of the Scope of Work that is terminated, Owner shall pay to Contractor an amount equal to the following: (a) the contract value of all Work performed by Contractor and costs for all supplies, materials, and equipment which has been procured or purchased by Contractor for the Project up to the date of such termination and for which Contractor has not previously been paid, whether or not delivered to the Project Site; plus (b) Contractor's costs to demobilize from the Project Site, including leaving the Project Site in a clean and safe condition, and to preserve and protect the Work already in progress, including the equipment at the Project Site or in transit thereto; plus (c) reasonable overhead and profit, incurred by reason of such termination, but only to the extent to the portion of the work executed prior to the date of termination. Any termination for lack of lawful funding or appropriation shall be treated as a termination for convenience under this Section.

iv. Owner's right to perform and terminate for cause.

If Contractor persistently fails to (i) provide a sufficient number of workers, (ii) supply the materials required by this Contract, (iii) comply with applicable law, (iv) timely pay, without cause, Subcontractors, or (v) perform the Work with reasonable promptness and diligence to ensure it is done pursuant to the Project Schedule, as such schedule may be adjusted, then Owner, may provide written notice to Contractor that Owner intends to terminate the Contract unless the problem is cured, or commenced to be cured, within thirty (30) days of Contractor's receipt of such notice. If Contractor fails to cure, or reasonably commence to cure such problem, then Owner may declare Contractor in default and the Contract terminated by providing written notice to Contractor. Upon making such

declaration, Contractor will not be entitled to receive any further payments under the Contract until the Scope of Work is completed in accordance with the Contract. At such time, if the unpaid balance of the Contract Sum exceeds the cost and expense incurred by Owner in completing the Scope of Work, such excess shall be paid by Owner to Contractor. If Owner improperly terminates the Contract for cause, the termination for cause shall be converted to a termination for convenience.

v. Contractor's right to terminate for cause.

If Contractor's progress in performance of the Scope of Work has been stopped for sixty (60) consecutive calendar days or more than ninety (90) calendar days during the duration of the project, due to court order, at the direction of Owner under Owner's right to stop work for convenience, or due to Owner's failure to provide Contractor with any information, approvals, or permits that are Owner's responsibility under the Contract, Contractor may terminate the Contract and recover from Owner payment for all Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages (if applicable).

Any remedies provided for in this Section shall not be exclusive of any additional remedies available to a Party pursuant to the Contract, in equity or in the law.

20. APPLICABLE LAW; VENUE.

The Contract shall be governed and construed in accordance with the laws of the State of Kansas, without regard to conflict-of-law principles. Venue for any dispute arising from this Contract shall be brought before a court of competent jurisdiction in Harper County, Kansas.

21. CLAIM AND DISPUTE RESOLUTION.

Contractor and Owner shall first attempt to resolve disputes or disagreements through discussions between Contractor's and Owner's representatives.

If after meeting, the Owner and Contractor determine the dispute or disagreement cannot be resolved on terms satisfactory to both parties, any claim, dispute, or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either Party. Owner and Contractor shall endeavor to resolve any claim, dispute, and any other matter in question between them by mediation.

Request for mediation by one Party shall be filed in writing with the other Party to this Contract. The mediation shall be held in the County where the Owner's Project Site is located, or at such other location as the Parties mutually agree.

In the event a dispute is submitted to mediation, the parties agree to equally split the mediator's fee and any filing fees. If it is necessary to file a lawsuit to reserve rights of the parties under an applicable statutory limitations period, the parties agree, nonetheless, to submit the dispute to mediation within thirty (30) days of filing of such lawsuit. Any

agreements reached in writing as a result of mediation shall be binding and enforceable as settlement agreements in courts having jurisdiction thereof.

22. NON-DISCRIMINATION.

Contractor shall comply with all applicable federal and state nondiscrimination and equal employment opportunity requirements.

23. CASH BASIS; FUNDING LAW.

The right of Owner to enter into this Contract is subject to the provisions of the Cash Basis Law (K.S.A. §10-1112 and §10-1113), the Budget Law (K.S.A. §79-2935), and all other laws of the State of Kansas. This Contract shall be construed and interpreted so as to ensure that Owner shall at all times stay in conformity with such laws.

24. THIRD-PARTY FINANCING.

Owner may elect to fund payment of the Contract Sum in whole or in part through third-party financing. The availability, timing, or closing of such financing shall not be a condition precedent to Contractor's performance of Funded Work authorized under this Contract and shall not excuse Owner's obligation to pay for such Work.

25. PUBLIC RECORDS; CONFIDENTIALITY.

- I. Public records. The Parties acknowledge that Owner is subject to the Kansas Open Records Act, K.S.A. §45-215 et seq. ("KORA"), and that records relating to this Contract may be subject to public disclosure unless an applicable exemption applies.
- II. Notice process. Contractor may designate specific portions of submittals as "Confidential" only where Contractor has a good-faith basis that an exemption applies. If Owner receives a request for records that include such designated material, Owner will, to the extent permitted by law and practicable within statutory response deadlines, provide Contractor notice and an opportunity to provide written support for withholding/redaction. Owner will make the final determination regarding disclosure. Owner does not guarantee confidentiality.
- III. Security-sensitive site information. Contractor shall not publicly disseminate non-public site security information or critical infrastructure location details provided by Owner, except as required for performance of the Work or as required by law. Owner may redact such information to the extent permitted under KORA exemptions.

26. ENTIRE CONTRACT.

The Contract sets forth the entire understanding between the parties and supersedes all prior oral or written understandings relating to the subject matter herein. The Contract may not be altered or modified except by a written instrument signed by a duly authorized representative of each party. In the event of a conflict between the provisions of this Contract and any Exhibit, Schedule, or Attachment, the provisions of this Contract shall

control unless the conflicting document expressly states its intent to supersede this Contract. This Contract supersedes the Projected Development Agreement by and between the Parties, dated December 18, 2025, as well as any other agreements between the Parties relating to the Project.

27. SEVERABILITY.

If any provision of the Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

28. INDEPENDENT PARTIES.

Nothing herein shall be deemed to establish a relationship of principal and agent between Contractor and Owner, or any of their respective agents or employees, may not be construed as creating any form of legal association or arrangement that would impose liability upon one party for the act or failure to act of the other party.

29. REPRESENTATIONS AND AUTHORIZATIONS

Each Party warrants and represents to the other that:

- a. the signatories above are duly authorized to execute this Contract on behalf of the respective Party;
- b. it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- c. its execution, delivery, and performance of this Contract has been duly authorized by, or in accordance with, its internal policies and applicable law, and this Contract has been duly executed and delivered for it by the signatories so authorized and it constitutes its legal, valid, and binding obligation under applicable law; and
- d. it is authorized under the laws of Kansas to enter into this Contract, each transaction contemplated hereby, and to perform all of its obligations under this Contract.

City of Anthony, Kansas

Signature

Printed Name

Title

Date

Entegrity Energy Partners, LLC

Signature

Printed Name

Title

Date