

FACILITY EXTENSION AGREEMENT

THIS Facilities Extension AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2020, by and between Evergy Missouri West, Inc. having its principal office at 1200 Main, Kansas City, MO 64106 (hereinafter "COMPANY"), and Kansas City Aviation Department (hereinafter "CUSTOMER").

WHEREAS, CUSTOMER desires ductbank and cable for a new & redundant power feed from the TWA substation to the general location of the future power service that will serve the new KCI terminal, (hereinafter referred to as "Project"); and

WHEREAS, COMPANY must build facilities to serve CUSTOMER'S Project, more particularly identified and described in Exhibit A attached hereto; and

WHEREAS, COMPANY and CUSTOMER desire to construct the required facilities pursuant to the terms recited herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth herein, COMPANY and CUSTOMER hereby agree as follows:

1. CUSTOMER agrees to pay COMPANY a "Contribution in Aid of Construction" ("CIAC") charge to cover the cost of the construction of the necessary electrical facilities, currently estimated at \$7,518,506 based upon COMPANY'S design and CUSTOMER provided load information. This charge is grossed up to account for COMPANY'S expected tax liability.
2. COMPANY shall provide CUSTOMER with copies of all plans and documentation relating to the Project and CUSTOMER will respond within 21 days of receipt thereof. If resubmission is necessary, CUSTOMER agrees to provide a response of No Exceptions Noted upon concurrence with the documents.
3. CUSTOMER is responsible for any increased costs due to changes in scope, increased material costs, requests for overtime, expedited completion dates, design conflicts caused

by CUSTOMER or CUSTOMER'S Project design, unexpected conditions such as the presence of rock, underground facilities not identified by normal pre-construction processes, environmental and cultural conditions existing on any property part of the Project, including easements granted by third parties, or any other factor not solely within COMPANY'S control.

4. COMPANY agrees to use reasonable efforts to have the Project complete by December 31, 2020; provided, however, that COMPANY'S timely performance is subject to and conditioned upon weather conditions, existing demands upon COMPANY'S electric transmission and distribution system, delivery of materials from COMPANY'S vendors, required easements being acquired, and such other matters and conditions as in COMPANY'S sole discretion impact the operation of COMPANY'S electric transmission and distribution system and construction of the facilities. COMPANY shall incur no liability to CUSTOMER or any other parties for failure to complete the installation of the Lines by the estimated completion date. COMPANY shall have the responsibility to notify CUSTOMER in writing of any and all adjustments in the schedule of the work.

5. COMPANY and CUSTOMER agree that if facilities are to be constructed on private easements granted to COMPANY, the costs of acquiring the private easements shall be borne by CUSTOMER. In no event will COMPANY be required to initiate eminent domain proceedings or a condemnation action in order to obtain the necessary private easements. In the event that private easements cannot be obtained in a timely manner and at a price acceptable to CUSTOMER, COMPANY shall: (i) deliver written notice to CUSTOMER of such inability to obtain the private easements in a timely manner, (ii) refund to CUSTOMER the funds, if any, previously paid for costs not yet incurred by COMPANY as of the date of notification, and (iii) this Agreement shall automatically terminate and have no further force and effect; provided, however, that to the extent COMPANY's actual costs incurred exceed the amount previously paid by CUSTOMER TO

COMPANY, CUSTOMER shall remain liable to COMPANY for COMPANY's actual costs expended pursuant to this Agreement, which obligation shall survive any termination of this Agreement. COMPANY has reviewed the proposed work to be performed under this agreement and represents to the CUSTOMER that no easements are anticipated, permanent, temporary or otherwise, for this work.

6. If the PROJECT is cancelled by the CUSTOMER, COMPANY shall have no further obligation, and any costs associated with planning, engineering and any other reasonable costs which have already been incurred and for material orders which cannot be canceled shall be reimbursed to COMPANY by CUSTOMER

7. CUSTOMER will pay the COMPANY \$7,518,506. A fee schedule shall be followed for incremental payment to COMPANY:

Initial Payment of \$3,759,253 due after an agreement is approved by the City Council.

CUSTOMER shall make final payment upon verification that all work to be performed by COMPANY is installed and in service, available to CUSTOMER.

8. CONSTRUCTION TRUE-UP. Within 6 months following the completion of COMPANY's construction of electrical facilities, the difference in the estimated and actual construction costs shall be "trued – up". If actual costs are lower than the estimated costs, a refund of the difference shall be given to the CUSTOMER. If actual costs are higher than the estimated costs, the CUSTOMER shall be invoiced for the difference. This difference shall be grossed up to account for the tax liability incurred by COMPANY. CUSTOMER will pay such invoice within thirty (30) days from the invoice date.

9. COMPANY shall determine its costs using the actual and related indirect costs accumulated in accordance with COMPANY'S established work order accounting procedures, and COMPANY shall keep an accurate account of all labor, material, supplies, incidentals and other

necessary costs involved in such work. COMPANY agrees to provide copies of all related documents and provide to CUSTOMER at no additional expense to CUSTOMER to establish the costs for labor, material, supplies, incidentals and other necessary costs involved in this work.

10. COMPANY has made every reasonable effort to accurately estimate all costs provided herein. However, COMPANY does not warrant or guarantee those estimates. CUSTOMER acknowledges and agrees that estimates older than 120 days may be stale and inaccurate and that in all cases, estimates are inherently imprecise and incapable of achieving certainty and absolute accuracy. Regardless of any estimates provided by COMPANY, CUSTOMER shall pay the actual construction costs incurred by COMPANY.

11. CUSTOMER acknowledges that the payments to be made to COMPANY hereunder may be subject to taxation and that the estimated costs set forth in Exhibit C include an estimate of such taxes. CUSTOMER agrees to pay COMPANY in full and immediately upon written notice from COMPANY for all actual tax liability related to the work performed or payments made by CUSTOMER in excess of the amount contained within the estimate in Exhibit C, to the extent allowable by law.

12. The parties agree that the laws of the State of Missouri shall govern the interpretation and construction of this Agreement, not including its choice of law provisions. Breach of this contract by either party shall entitle the non-breaching party to seek any and all remedies and damages at law or equity.

13. In the event that any provision in this agreement may conflict with any General Rule, and Regulation, law or tariff, the General Rule, regulation, law or tariff shall control and this agreement shall yield. Nothing in this agreement is intended to alter, amend or modify any General Rule and Regulation.

14. Each party hereto shall indemnify, defend and hold harmless the other party from and against any and all expense, cost and liability for damage to property or injury or death to any person arising out of or resulting from the negligence of the indemnifying party, its agents and employees.

15. Except for the parties indemnification obligations, in no event will COMPANY or CUSTOMER be liable to the other for any consequential, incidental or indirect damages, including but not limited to lost profits.

16. COMPANY and CUSTOMER expressly understand and agree that the consideration stated herein is the sole consideration for this Agreement, and the conditions stated herein are contractual and not a mere recital and all agreements and understandings between the parties hereto are expressed and embodied herein.

17. The Exhibits attached hereto, including “Exhibit A - Project Description”, “Exhibit B - Excluded Costs” and “Exhibit C - Estimated Cost Worksheet”, are incorporated herein and constitute part of this Agreement.

18. This Agreement is the full and complete Agreement between the parties on this subject and repeals any previous agreement unless otherwise expressly indicated. All modification or changes to this agreement shall be in writing and acknowledged by both parties. This document may be executed in counterparts and each part shall constitute the full and complete agreement binding that party acknowledging such counterpart.

19. Unless otherwise provided in this Agreement, all notices shall be made at the following addresses:

For COMPANY:

Evergy
8325 North Platte Purchase Dr
Kansas City, MO 64118
ATTN: Brent Gerling

For CUSTOMER:

City of Kansas City, Missouri
601 Brasilia Ave
Kansas City, MO 64153
ATTN: David Graham Long, AAE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year
first above written.

COMPANY

By: _____
Signature

Printed Name

Title

CUSTOMER

By: _____
Signature

Printed Name

Title

EXHIBIT A – PROJECT DESCRIPTION

Every to build a 6-way duct bank containing 2 circuits from the TWA substation to the new KCI Power Service Building (TWA CUP) for a redundant feed. This cost is for the duct bank, cable for the redundant feed and the primary switchgear.

EXHIBIT B – EXCLUDED COSTS

None

EXHIBIT C – ESTIMATED COST WORKSHEET

Labor and Equipment	\$2,086,743
Materials	\$4,508,438
Subtotal	\$6,595,181
Add 14% Gross-Up	\$923,325
Total Contract Amount	\$7,518,506

EVERGY NEW & REDUNDANT POWER
FEED FROM TWA SUBSTATION TO
FUTURE POWER SERVICE BUILDING
(TWA CUP)

TWA
SUBSTATION

FUTURE POWER
SERVICE BLDG
(TWA CUP)

