

*Certain key commercial terms for a Build Transfer Agreement or Asset Purchase Agreement (“BTA/APA”) are included below and provide an example of the type and nature of the key terms that EVERGY would anticipate negotiating with a shortlisted Respondent. The identified Commercial Terms set forth below are included merely to provide guidance to a Respondent in the preparation of their response. The commercial terms set forth below do not constitute all of the terms and conditions that EVERGY would require in any definitive agreement and the commercial terms set forth below are not an offer. Neither Party shall be contractually obligated to move forward with any project unless and until the Parties execute a duly authorized definitive agreement for such Project. The summary of terms and conditions is provided for discussion purposes only and is not a commitment to consummate any transaction. Any such commitment would be based upon satisfactory due diligence, satisfactory documentation, and satisfaction of relevant conditions precedent. It is the intention to use the terms and conditions below as the basis for definitive documentation, which are subject to change based upon Buyer’s further diligence.*

No.	Topic	Agreement
1.	Buyer	[Evergy Regulated Utility Subsidiary] (“Buyer”)
2.	Seller	[SELLER’s NAME] LLC (“Seller”). Seller will provide a parent guaranty from [Guarantor/LC Provider] (“Seller Credit Support”) covering 100% of Seller’s obligations under the BTA/APA (defined below). All LDs and other payment and performance obligations of Seller to be subject to the Seller Credit Support.
3.	Project Company	All of the development assets and other contracts, permits, property and other rights necessary for the development, construction, operation and ownership of the Project will be vested in a special purpose limited liability company that will be a wholly owned subsidiary of Seller, including: real property rights to the Project site, consents, approvals, permits and contracts, including the Development Agreements (defined below) but excluding all subcontracts thereunder.
4.	Transaction Overview and Definitive Agreements	<p>Seller will provide Buyer with documentation establishing the safe-harbored method(s) utilized by Project Company to achieve the PTC/ITC, including the list of equipment or work completed-to-date depending on the method utilized.</p> <p>BTA/APA between Seller and Buyer, providing for Seller to sell to Buyer all of the membership interests in the Project Company, subject to fulfillment of the conditions precedent to Closing.</p> <p>Concurrently with the BTA/APA and development process, Project Company will enter into any and all contracts, permitting, land agreements, SPP processes, etc. to successfully place the project into service in accordance with the BTA/APA.</p> <p>The respective obligations of Seller to Buyer with respect to project development, permitting, property rights, equipment supply, engineering and construction and operation and maintenance will be defined within the BTA/APA.</p>

No.	Topic	Agreement
		<p>Depending upon how the Project is structured, supplemental project agreements, the contents of which shall be agreed upon by Seller and Buyer, may include an EPC Contract, and/or O&amp;M Agreement or other similar agreements (collectively “Development Agreements”).</p> <p>Work performed by Seller and any general contractor must comply with the requirements delineated within the specifications set forth in those agreements.</p> <p>The BTA/APA shall grant reasonable review and consent rights to Buyer over the content of in any Development Agreements and permits associated the project.</p>
5.	Closing	<p>Within a reasonable time following the date upon which the closing conditions have been achieved, including that the Project has achieved mechanical completion (or substantial completion, where applicable), Seller will sell to Buyer all of the membership interests free and clear of all liens and encumbrances on the terms set forth in the BTA/APA.</p>
6.	Transaction Purchase Price	<p>The consideration for the membership interests will be the Purchase Price plus that portion of any costs payable by the Project Company for services performed after closing.</p>
7.	Purchase Price	<p>The Purchase Price will be calculated as follows:</p> <ul style="list-style-type: none"> <li>• The base purchase price of \$[X]; minus</li> <li>• The buydown amount, if any (the buydown amount will equal the product of the difference between the planned Project size and the size of the plant that achieves mechanical completion as of the closing date and \$[X]/ kW); plus or minus</li> <li>• The adjustment amount for interconnection costs as outlined in <i>Interconnect</i> section below; minus</li> <li>• The amount of any liquidated damages due to failure to achieve completion deadlines; minus</li> <li>• The proration amounts of specified pro-ratable items (e.g., property taxes, specified prepayments under specified project contracts acquired by Buyer at the closing); plus or minus</li> <li>• Other post-closing adjustments set forth in the BTA/APA; plus</li> <li>• The actual costs and expenses incurred, if any, due to Buyer-caused delays (“Make-Whole Amount”)</li> </ul> <p>[X1]% of the base purchase price will be paid at Closing, subject to adjustments described above. The remainder of the Purchase Price will be paid in increments upon completion of milestones, such as substantial</p>

<sup>1</sup> The percentage to be paid at Closing will be dependent on the technology, required timing of Closing and status of project completion

No.	Topic	Agreement
		completion (if not required to be achieved by Closing) and/or final completion of the Project (subject to further adjustment for the items noted above)
8.	EPC Contract	<p>EPC Contract(s) will consist of progress payments to the contractor(s) based upon the achievement of certain milestones, all of which Seller shall be obligated to pay, including those due post- Closing.</p> <p>Seller shall be obligated to ensure the EPC contractor(s) achieve final completion of the Project and fulfill all obligations owed prior to or related to achieving final completion.</p> <p>Seller will be party to the EPC Contract, and Seller will be responsible, at its sole cost and expense, for all work required to achieve Project final completion in compliance with prudent utility practices, prudent engineering practices, applicable law, applicable safety requirements, applicable permits, an agreed upon site plan, the applicable project and supply agreements, all manufacturer’s warranties, specifications and recommendations. The requirements and hierarchy for complying with the forgoing standards will be set forth in the BTA/EPC. Seller shall assign material construction and supply agreements to Buyer at Substantial Completion, and Seller’s obligations will continue until Final Completion.</p> <p>Buyer and its representatives shall have the right to inspect the work and to maintain personnel at the Project site for such purpose, in each case, subject to and as provided in the BTA/APA.</p> <p>Buyer will additionally have rights as set forth in further detail in the BTA/APA to monitor development work (including both the physical installation as well as actions, documents, discussions, reviews and reports as provided in the BTA/APA, required to complete the requirements of the BTA/APA), and to monitor construction, including the following (all as to be further defined in the BTA/APA, including through its representatives):</p> <p>To have a site representative with desk and office space available for representative during construction (trailer is acceptable), and visit the project site (subject to reasonable parameters)</p> <p>To attend regularly scheduled weekly and monthly progress update meetings.</p> <p>To the extent Seller can reasonably facilitate, to participate, at Buyer’s own cost, in any remote or on-site training, installation, operation or maintenance presentations offered by equipment or systems suppliers.</p> <p>Seller will provide access to data via agreed upon dataroom.</p>
9.	Interconnection	<p>The Parties intend that the Project will interconnect at the [INTERCONNECTION POINT].</p> <p>The Purchase Price includes expected costs of interconnection, including possible SPP network upgrade costs, of up to \$[X].</p> <p>Seller is responsible for the management of the SPP Queue process.</p>

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		<p>Seller will be responsible for any and all interconnection costs in excess of such amount, unless such costs are attributable to Buyer or its affiliates (including a breach by Buyer of any of its obligations under the Interconnection Agreement, if applicable where Buyer is interconnecting utility / transmission owner) or any person acting by or on behalf of Buyer or its affiliates (including any subcontractor), in which case Buyer will be responsible for any such related and attributable amounts under its obligations under the SPP GIA.</p> <p>If the actual interconnection costs are less than \$[X], then the Purchase Price shall be decreased by difference between the actual costs and \$[X].</p>
10.	Project Development	<p>Following the execution of the BTA/APA and prior to issuance of Notice to Proceed under one or more Development Agreement(s), Seller will use commercially reasonable efforts to achieve the conditions precedent to the Firm Date prior to an outside date to be agreed upon by the Parties, after which, the Parties will have exit rights with specified termination remedies.</p> <p>At the time of execution of the BTA/APA, the various contracts, permits, reports and real property agreement(s) relating to the Closing Date conditions and deliverables will be identified and, as applicable, attached as a form or a substantial form.</p> <p>The EPC Contractor(s) must have provisions requiring the contractor(s) to obtain a letter of credit or a guaranty from a creditworthy affiliate that has an initial value equal to the contractor's contract price and that decreases as the Project progresses.</p>
11.	Role of Independent Engineer	<p>BTA/APA will identify a list of mutually acceptable nationally recognized engineering firms, and the Parties will select an independent engineer from such list</p> <p>The Parties and general contractor will engage the Independent Engineer by entering into an Independent Engineer Services Agreement, which includes an IE Scope of Work specifying the duties of the Independent Engineer on or prior to the Firm Date</p> <p>In accordance with the IE Scope of work, the Independent Engineer will:</p> <ul style="list-style-type: none"> <li>• Provide a neutral, third-party certification that the work performed by general contractor conforms with the requirements of the Development Agreements in connection with the achievement of mechanical completion, project substantial completion and final completion</li> <li>• Approve the final punch list of items of general contractor's work to be completed and the completion by general contractor of the punch list items</li> <li>• Approve the Punch List Holdback</li> </ul> <p>The Independent Engineer will:</p> <ul style="list-style-type: none"> <li>• Not represent Seller, Buyer, general contractor or Project Company</li> <li>• Advocate for compliance of the Project with the requirements</li> </ul>

No.	Topic	Agreement
		<ul style="list-style-type: none"> <li>• Have access to all work being performed</li> <li>• Certify that the requirements for the completion of all milestones have been satisfied</li> </ul>
12.	Design Document Review Rights	<p>Buyer will have specified periods of time as detailed in a Buyer access and communications protocol that will be an exhibit to the Development Agreements to review and provide comments on a defined set of design drawings, specifications and similar documents which set forth in detail requirements for the construction of the Project (“Design Documents”).</p> <p>Design Documents will also be subject to review and comment by the Independent Engineer within the applicable time period specified in the Independent Engineer Services Agreement, which time periods will be coterminous with the time periods afforded the Buyer.</p> <p>Any comments provided by Buyer or Independent Engineer on any Design Documents within the applicable time period will address conformance of such Design Documents with the requirements of the Development Agreements.</p> <p>If comments on any Design Documents are not provided by Buyer or Independent Engineer within the applicable time period, each day past the applicable time period will be deemed a “Buyer- Caused Delay” (as defined below).</p> <p>A lack of comments in no way will relieve the general contractor from meeting the requirements and the Buyer reserves the right to allow the work to proceed “under protest”.</p> <p>If Buyer or Independent Engineer timely provides comments on any Design Documents, the general contractor can only proceed by resubmitting revised documents that will follow the same review cycle procedures, or by obtaining written Buyer consent that the comments do not have to be incorporated.</p> <p>If a change is made to any of the Design Documents in response to such comments, general contractor will provide a revised version of such Design Document reflecting such change to the Buyer and Independent Engineer.</p>
14.	O&M Building	Seller will include an agreed upon O&M building in Design Documents.
15.	Milestones	<p><u>Notice to Proceed:</u> Project Company has issued a notice to proceed to the Seller.</p> <p>Certain conditions precedent (CP) must be satisfied for the Project to achieve the Notification to Proceed, including:</p> <ul style="list-style-type: none"> <li>• Specified permits and regulatory approvals, in form satisfactory to the Buyer, required for the development, construction, ownership, and operation of the Project have been obtained.</li> </ul>

No.	Topic	Agreement
		<ul style="list-style-type: none"> <li>• Generator interconnection agreement has been executed and all other rights necessary for the electrical interconnection of the Project have been obtained.</li> <li>• Pro forma title policy for the Project has been issued.</li> <li>• Seller has secured 100% site control at land costs acceptable to Buyer.</li> <li>• Specified real property title matters have been cured by Seller.</li> </ul> <p><u>Firm Date</u>: Signifies completion of project development and commencement of construction activities on the Project.  Certain conditions precedent (CP) must be satisfied for the Project to achieve the Firm Date, including:</p> <ul style="list-style-type: none"> <li>• Specified reports and studies for the Project have been completed.</li> <li>• Reports: Seller has delivered a Phase I Environmental Site Assessment (ESA) (dated within 180 days of Execution of the BTA/APA), wetlands assessment, and such other environmental and habitat reports as the Parties may agree. Seller shall also have delivered to Buyer a project schedule, which includes critical path milestones (key activities, stakeholders, roles and responsibilities), an organizational chart identifying personnel responsible for the development, construction and completion of the Project, QA/QC requirements and Health, Safety, Security &amp; Environment (HSSE) requirements.</li> <li>• Seller shall deliver to Buyer detailed decommissioning plan along with any decommissioning studies that have been completed including local or State requirements and costs. At a minimum a description of the plan to remove equipment and how this plan meets the requirements of applicable agreements or permit conditions and shall include a recycle plan and amount of equipment that is recyclable.</li> <li>• Consents / Estoppels: 100% landowner estoppels</li> </ul> <p><u>ECCA Date</u>: Purchaser has obtained commitments for financing (whether debt, equity or tax equity) necessary to pay the Transaction Purchase Price to Seller, purchase the membership interests from Seller and consummate the Closing.</p> <p><u>Mechanical Completion</u>: Signifies the Project is mechanically and electrically complete and the Project has not yet been energized but is ready to commence commissioning and testing A upon energization.</p> <p>The Project will achieve Mechanical Completion when certain customary conditions precedent are satisfied, as determined by the Independent Engineer.</p>

No.	Topic	Agreement
		<p><u>Project Substantial Completion</u>: Signifies substantial completion of construction of the Project (except for any punch list items) and commencement of commercial operation.</p> <p>The Project will achieve Project Substantial Completion when certain customary conditions precedent are satisfied, as determined by the Independent Engineer.</p> <p>To achieve Project Substantial Completion for the Project, the most recent plant capacity test must demonstrate that the actual capacity of the plant is no less than [98]% of the plant’s planned capacity.</p> <p><u>Final Completion</u>: Signifies that all work under the Development Agreements (excluding warranty work but including punch list items) has been completed.</p> <p>The Project will achieve Final Completion when certain customary conditions precedent are satisfied, as determined by the Independent Engineer.</p>
17.	Closing Conditions	<p>Closing will be subject to certain conditions precedent, including without limitation:</p> <ul style="list-style-type: none"> <li>• Mechanical Completion/Substantial Completion<sup>2</sup> has occurred.</li> <li>• Title policy has been issued by the title company.</li> <li>• Any specified, incremental title matters that have arisen since the Firm have been cured.</li> <li>• The Project Company shall have no liabilities (including for the Mechanical Completion Milestone Payment), other than those payable for services provided after the Closing.</li> <li>• All required third-party consents have been obtained.</li> <li>• Seller will ensure all Project assets are in name of the Project Company and will provide reasonably satisfactory evidence that such assets can be freely transferred to Buyer upon merger of the Project Company into Buyer. The Parties will agree in the BTA/APA on a list of any consents or other documents or actions needed to effectuate such transfer.</li> <li>• Other customary deliverables and conditions, including: books and records delivered; work product generated as part of the “work” under the BTA/APA and EPC; customary certificates and corporate information; no indebtedness other than permitted indebtedness; lien waivers from EPC Contractor and major subcontractors for prior payments (if any); copies of site and project design.</li> </ul>

<sup>2</sup> Project completion stage at Closing will be dependent on technology.

No.	Topic	Agreement
18.	Warranties	<p>Under the terms of the Development Agreements, the general contractor will provide a [X] year warranty (“Base Warranty Period”) for its work and equipment provided under the Development Agreements from the date the Project achieves Project Final Completion, which will cover:</p> <ul style="list-style-type: none"> <li>• Conformance of engineering and installation services to the Development Agreements, including the Technical Specifications, Prudent Electrical Industry Practices, and applicable law</li> <li>• Defects and workmanship warranty for equipment</li> <li>• Serial defect occurrence during that Base Warranty Period with respect to any defects occurring in [X]% or more of the same or substantially similar component(s) resulting from the same failure mode from the same manufacturer</li> <li>• If a serial defect is determined to have occurred, general contractor will: <ul style="list-style-type: none"> <li>(i) Prepare an industry-standard root cause report for the component(s) subject to the serial defect;</li> <li>(ii) In the context of a manufacturing defect, require the manufacturer of such component(s) to repair, replace or otherwise correct such defect</li> <li>(iii) In the context of a design defect, require the manufacturer of such component(s) to formulate a reasonable retrofit design that resolves both the cause and effect of such component(s) and cause all affected components of the Project to be retrofitted with that design as promptly as possible</li> </ul> </li> <li>• If, following the end of any applicable Base Warranty Period, Buyer observes or discovers any material non-compliance with the Base Warranty that would not have been revealed to Buyer during the applicable Base Warranty Period despite Buyer’s exercise of reasonable due diligence in operating and maintaining the Work, Contractor shall effect the repair or replacement of such non-compliance with the Base Warranty; provided that notice of such error, omission, defect or deficiency shall be given to general contractor by Buyer within [X] years following the date of Project Substantial Completion; provided further that Buyer provides Contractor with reasonable access to effect such repair or replacement.</li> </ul> <p>The Base Warranty will be subject to certain customary and negotiated exclusions, force majeure, normal wear and tear, Buyer- caused damage and failure to maintain components (except if any of the foregoing is due to acts or omissions of the Operator).</p> <p>Seller shall provide damages payments to Buyer for Seller failing to meet</p>



No.	Topic	Agreement
		guaranteed asset design performance criteria [percentages / metrics] either with direct obligation from the Seller or through warranties inherited through the acquisition of the project pursuant to the BTA/APA.
19.	Project Procurement	<p>General contractor will be responsible for procuring all materials, equipment, and other goods and services required for performance of the work under the Development Agreements.</p> <p>General contractor will be required to purchase certain goods from major third-party contractors, vendors, manufacturers, service providers, and other contractors approved by Buyer and set forth in an exhibit to the BTA/APA pursuant to supply agreements and subcontracts that comply with minimum warranty requirements specified in the Development Agreements.</p> <p>Only those supplier/subcontractor warranty provisions still in effect at the expiration of the Base Warranty period, to the extent assignable, will be assigned to Buyer.</p> <p>Development Agreements will contain an exhibit that includes the identified safe-harbored method(s) utilized to establish the PTC/ITC and which also includes a list of pre-approved suppliers for certain major equipment</p> <p>With respect to such major equipment, the general contractor will be required to obtain the prior approval of Buyer of any subcontracts with third-party vendors or manufacturers not identified on such pre-approved list.</p>
20.	PTC/ITC	Seller will cause the Project to satisfy (in accordance with the Internal Revenue Code and associated guidance) requirements that qualify the project for the PTC/ITC at the [XX]% level. Seller has qualified the Project for the PTC/ITC in a manner acceptable to Buyer. Seller to provide sufficient documentation to Buyer to document same. Representations and warranties relating to PTC/ITC to be included in BTA/APA and subject to indemnity.
21.	Covenants	<p>BTA/APA will contain covenants customary for transactions of this nature, including:</p> <ul style="list-style-type: none"> <li>• <u>Efforts, Regulatory Approvals, Consents</u> – Cooperative covenants for each Party to use commercially reasonable efforts to consummate the transactions contemplated by the BTA/APA, including necessary regulatory approvals and consents</li> <li>• <u>Conduct of Business</u> – Interim period conduct of business, protecting Buyer’s interests against material changes, but affording Seller the flexibility to continue necessary development of the Project</li> <li>• <u>Access to Information</u> – Access of Buyer and its authorized</li> </ul>

No.	Topic	Agreement
		<p>representatives to the books and records of Seller, subject to limitations with respect to privileged materials and material pertaining to excluded liabilities</p> <ul style="list-style-type: none"> <li>• <u>Determination of CPs and Deliverables</u> – As noted above, cooperative covenants which lay out the process for obtaining or finalizing certain development matters pertaining to Closing Date conditions precedent</li> <li>• <u>Confidentiality</u> – Customary confidentiality provisions with respect to the BTA and the Project, including, seeking consent of the other Party with respect to any public announcements or disclosures</li> </ul>
22.	Representations and Warranties	BTA/APA will contain representations and warranties customary for transactions of this nature.
23.	Indemnification and Limitations of Liability	<p>BTA/APA will contain mutual indemnification provisions customary for transactions of this nature, including certain limitations, such as survival periods, thresholds, deductibles and limitations of liability.</p> <p>Consequential, indirect, punitive and exemplary damages, excluding liquidated damages (if any) and certain other claims or damages to be negotiated by the Parties, will be waived under the BTA/APA and the Development Agreements, subject to exceptions to be agreed.</p>
24.	Termination Rights	Buyer will have termination rights for convenience at any time.
25.	Buyer-Caused Delays and Excusable Events	<p>Seller will be entitled to schedule relief for certain events affecting Seller or general contractor’s performance under the BTA/APA or the Development Agreements, including:</p> <ul style="list-style-type: none"> <li>(i) Delays caused by Buyer, its representatives (excluding, the Independent Engineer), which delays shall also entitle Seller to cost relief</li> <li>(ii) Force majeure, change-in-law, change in permits, change in real property rights/access or similar events, in each case, with mutually agreed mitigation, notice, materiality thresholds, and documentation requirements, which shall extend no later than [X] and shall not result in any cost relief or change to the Purchase Price.</li> </ul>
26.	Liquidated Damages	<p><u>Delay Liquidated Damages</u>: Buyer shall be entitled to liquidated damages in the event the Project (i) fails to achieve mechanical completion by the mechanical completion deadline agreed to in the BTA, and (ii) fails to</p>

No.	Topic	Agreement
		<p>achieve substantial completion by the substantial completion deadline.</p> <p><u>Performance Guarantees Shortfall Liquidated Damages:</u> Seller guarantees that the Project will meet or exceed an [X]MW guaranteed capacity of the Project prior to Mechanical and/or Substantial Completion.</p> <p>As Buyer’s sole and exclusive remedy for Seller’s failure to achieve the performance guarantees, Seller will pay Buyer liquidated damages of \$[X] for that portion of the Project that fails to achieve the performance guarantees.</p> <p><u>PTC/ITC Liquidated Damages:</u> Buyer shall be entitled to liquidated damages to make Buyer whole in the event the Project fails to meet the conditions to qualify for the applicable PTC/ITC defined herein.</p> <p>The agreed Guaranteed Capacity test procedures will be set forth in the Development Agreements.</p> <p>All liquidated damages will be guaranteed by Seller credit support.</p>
27.	Progress Reporting	<p>Commencing on the first full month after mobilization of contractor to the Project site, general contractor will provide progress of its work to the Seller, Buyer and Independent Engineer including and not limited to:</p> <ul style="list-style-type: none"> <li>• Daily reporting <ul style="list-style-type: none"> <li>▪ Site progress</li> <li>▪ Hours of labor broken down by activity</li> <li>▪ Quantities and type of equipment installed</li> <li>▪ Change controls report</li> </ul> </li> <li>• Weekly reporting <ul style="list-style-type: none"> <li>▪ Planned vs. actual hours</li> <li>▪ Planned vs. actual quantities</li> <li>▪ Productivity curves</li> </ul> </li> <li>• Monthly reporting <ul style="list-style-type: none"> <li>▪ Monthly hours planned vs. actual monthly hours</li> <li>▪ Cumulative hours planned vs. cumulative actual hours</li> <li>▪ Monthly quantities planned vs. actual monthly quantities</li> <li>▪ Cumulative quantities and type of equipment planned to be installed vs. cumulative actual quantities and type of equipment installed</li> <li>▪ Productivity curves</li> </ul> </li> </ul> <p>Seller, Independent Engineer and Buyer will be entitled to attend weekly and monthly meetings and any daily meeting that may be convened by general contractor on the Project site to review progress of the work.</p>

No.	Topic	Agreement
28.	Scope of Change Orders	No scope change order becomes effective until executed by both parties after the parties have agreed on scope, schedule and, where applicable, cost impacts.
29.	Governing Law	BTA/APA and Development Agreements will be governed by Missouri law.
30.	Performance Security and Guaranty	To be agreed upon by the Parties – Parental Guaranty from an investment grade party or Letter of Credit. Surety Bond will not be acceptable.
31.	Publicity	Parties to cooperate on press releases and not make public disclosures, other than regulatory filings and requirements as may be necessary for Buyer.

**IN WITNESS WHEREOF**, the Parties indicate their intent to execute definitive agreements reflecting the above terms as of \_\_\_\_\_, 2021.

Evergy, Inc. (for Buyer)

[Seller Name] (for Seller)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_