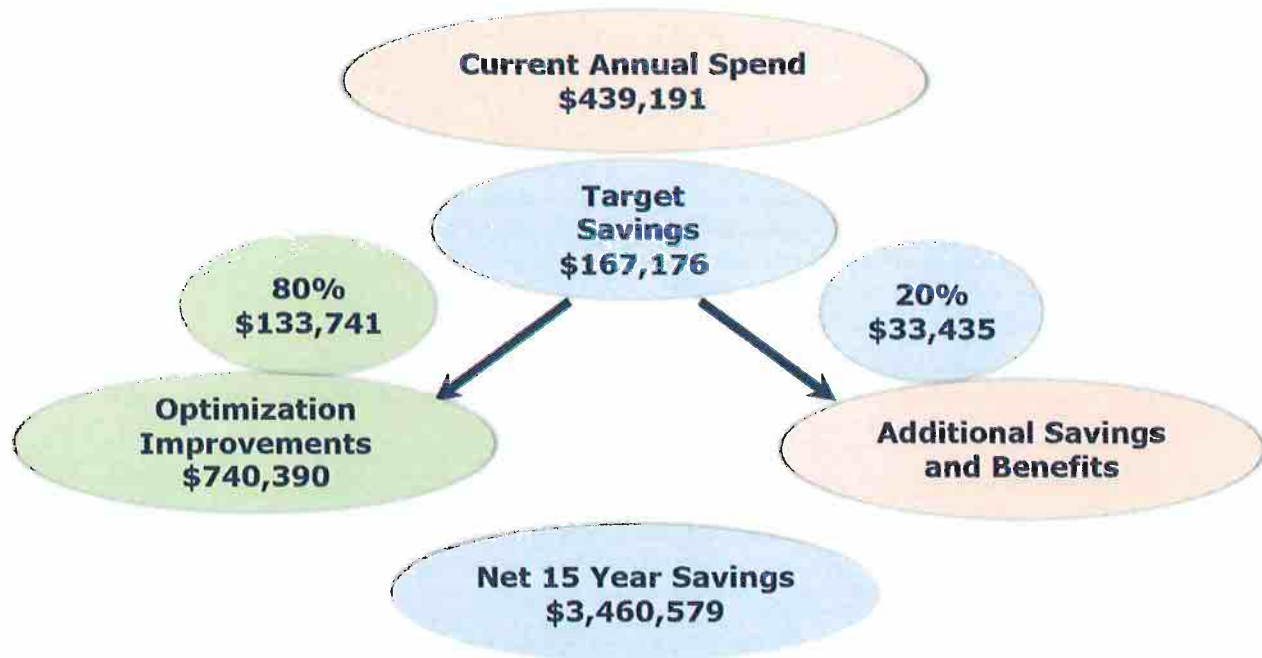


Savings at Chanute Unified School District 413



At Chanute Public Schools Unified School District 413 ("Chanute USD 413"), C&C Group will make many significant improvements. These include but are not limited to:

- Customize existing Facility Explorer Building Automation System for Campus Optimizer.
- Upgrade existing thermostats in High School Ag Building and Lincoln Early Learning to Pelican Controls.
- Improving economizer control on 1,001 tons of HVAC units
- Energy Optimization of 293 pieces of HVAC equipment by our mechanical team
- Weatherization of all buildings included in the agreement
- Customizing Ideal Impact Campus Optimizer (*Patented*) to include all 293 pieces of HVAC equipment to solve the multi-dimensional matrix problem for Chanute USD 413 including:
 - Spaces served
 - Ramp times
 - Relative humidity control
 - Improve indoor air quality
 - Meter breakouts
 - Rate schedules
 - Economizer control
 - Type/amount of heating and cooling capacities
 - Connection to the remote controllers through Simple Comfort Connection
- Adjusting all of the above through multiple weather patterns as they occur
- Training in multiple levels for Chanute USD 413 personnel
- Advising on other energy-related services and projects
- Documented energy and operation plan plus customized training for Chanute USD 413 to use for future employees

There is no upfront cost to Chanute Public Schools Unified School District 413. Chanute USD 413 pays 80% of the actual gas and electric savings until the net payments meet the total project fee of \$740,390.

Buildings/Areas Included: Chanute Elementary School, Lincoln Elementary School, Royster Middle School, Chanute High School & Ag Building

THIS SERVICES AGREEMENT (the "Agreement") is made and entered into as of the date first executed (the "Effective Date") by and between C&C Group ("Consultant"), a Missouri corporation, and Unified School District No. 413, Chanute ("Client").

RECITALS

WHEREAS, the parties hereto desire to enter into an Agreement whereby Consultant will provide energy-related consulting services to Client at: 321 E Main St, Chanute, KS 66720

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

SECTION 1. SERVICES OF CONSULTANT

- 1.1 Services. The purpose of this Agreement is to save money currently being spent on energy so it can be moved to other needs of the Client. Consultant shall perform a number of services to realize these savings. All costs deemed necessary by Consultant to realize these savings shall be paid by Consultant. There will be two primary phases: The Applications Phase (typically the first nine months of the Agreement) and the Coaching Phase (the remainder of the Agreement).
- 1.1.1 The Applications Phase. During the Applications Phase, Consultant shall perform a unique combination of some or all of the following services based on Consultant's analysis of the Client's particular situation, all as deemed necessary by the Consultant (collectively, "Services"): **(Details listed below would be customized per facility)**
- (i) Customize existing Facility Explorer Building Automation System for Campus Optimizer.
 - (ii) Upgrade existing thermostats in High School Ag Building and Lincoln Early Learning to Pelican Controls.
 - (iii) Improving economizer control on 1001 tons of HVAC units
 - (iv) Major control improvements on all 293 pieces of HVAC equipment
 - (v) Energy Optimization of 293 pieces of HVAC equipment by our team
 - (vi) Customize Ideal Impact Campus Optimizer (Patent Approved) to include all 293 pieces of HVAC equipment to solve the multi-dimensional matrix problem for (client) including:
 - Spaces Served
 - Ramp Times
 - Relative Humidity Control
 - Improve Indoor Air Quality
 - Meter Breakouts
 - Rate Schedules
 - Economizer Control
 - Type and amount of heating/cooling capacities
 - Connection to remote controllers through Simple Comfort Connection
 - (vii) Adjusting all of the above through multiple weather patterns as they occur
 - (viii) Training of multiple levels for (Client) personnel
 - (ix) Advising on other energy related services and projects

- (x) Documented energy and operation plan plus customized training for (client) to use for future employees.

1.1.2 The Coaching Phase. The Coaching Phase shall include:

- (i) Ongoing training of the Client on energy savings, equipment and strategies at the Facility;
- (ii) Tracking of savings;
- (iii) Periodic auditing to ensure that the strategies are being successfully implemented;
- (iv) Advising Clients on possible other improvements;
- (v) Advising Client on electrical contract negotiation;
- (vi) Being Client's Advocate with new additions being built; and
- (vii) Aiding in motivating for energy savings.
- (viii) If Client elects to continue coaching or Simple Comfort Connect after the end of the Agreement there will be a quarterly charge.

Buildings Included: Chanute Elementary School, Lincoln Early Development Center, Royster Middle School, Chanute High School & Ag Building

- 1.2 Facility and Energy Management System (EMS) Access. Client shall provide C&C Group EMS installer password and any other tools and access needed to reprogram the EMS within seven days of execution of this Agreement. Client shall not remove this access for the term of this Agreement. Any work that Client requests to be done by their control's contractor shall be paid for by Client. Client shall permit reasonable access to the Facility during normal business hours as may be deemed necessary by C&C Group for the proper operation and performance of C&C Group's Services.
- 1.3 Adjustments and Savings. Energy bills shall be adjusted by Consultant as needed for changes in read dates, any additional Facility space, and substantial changes in occupancy or substantial increases in equipment using energy standard equations for excess energy consumed. Adjustments shall also be based on weather differences from the baseline year as determined from weather data for the area issued by the National Weather Service. Miscellaneous discretionary billings and/or refunds from the energy provider including swing charges will be excluded from the analysis. The baseline year is the 12 months before (date contract is signed). Savings for each month will be calculated on the basis of the units saved (kwh, billed KW, actual KW and centum cubic feet (ccf)) times the current monthly cost of each to the Client. If a power factor charge is added to the electric billing that was not in the baseline it will not be considered in the calculation of savings. The savings will start with the first full meter read period for each of gas and electric after the execution of this Agreement.
- 1.4 Client's Designated Representative. Client shall designate a representative to act on behalf of Client with respect to this Agreement ("Client Representative"). The initial Client Representative is: Matt Koester. Client may change its Client Representative by giving written notice to Consultant. Client confirms that the Client Representative is authorized to make all necessary decisions and give all notices and approvals required or permitted by Client under this Agreement.

SECTION 2. SAVINGS

- (a) Projection. Consultant is projecting \$167,176 in annual energy savings and is recommending Client set a savings goal of 38% per year. This would result in a 15-year savings of \$4,200,969 with an annual energy inflation of 7% per year. All savings are projected, but not guaranteed. Savings shall exceed the aggregate payments made to Consultant except in early termination pursuant to Section 4.1, Subsection (a) or (b) below.

SECTION 3. COMPENSATION AND PAYMENT SCHEDULE

- 3 Compensation. Client shall pay Consultant 80% of the energy savings each quarter until Client has paid a total project fee of \$740,390 (the "Project Fee"). The Project Fee shall be paid by Client quarterly as described below and will not exceed 80% of savings to date. Upon CLIENT's satisfaction of all required Payments this Agreement shall terminate.
- 3.1 Payment Schedule. Within three (3) days of Client's receipt of energy bills from the energy providers, Client shall electronically scan each bill and email them to Consultant at the email address set forth in the Notice provision of Section 5.6 herein. Consultant will perform any necessary adjustments as per

Section 1.3 herein, and will then send an invoice to Client for the applicable quarter. This payment by Client is due to Consultant thirty (30) days after the invoice is received by Client. The invoice, plus payments to date for Services pursuant to this Agreement, shall not exceed 80% of the actual savings to date. The invoice, plus payments to date, shall not exceed the Project Fee owed to Consultant for Services performed pursuant to this Agreement. Each quarter, the first 80% of savings shall be used to pay for the Project Fee owed to Consultant until paid in full. Client is responsible for paying its own energy bills. All of the invoices during the partnership will be tracked and totaled quarterly and the end of this partnership will be when the total Project Fee is paid in full.

- 3.2 Late Payments. Late payments by Client shall be subject to interest in the amount of the lesser of 0.8% per month or that rate which is allowed by law, from the due date until paid.

SECTION 4. TERM AND TERMINATION

- 4.1 Term. This Agreement shall remain in full force and effect until the Project Fee is paid in full, unless otherwise terminated pursuant to Subsection (a) or (b) below (the "Term").
- (a) For Cause Early Termination. In the event of a material breach of this Agreement by any party hereto, the other party shall have the right to terminate this Agreement by service of written notice upon the defaulting party (the "Default Notice"). In the event such material breach is not cured within thirty (30) days after service of the Default Notice, except in the case of a payment default, which must be cured within twenty (20) days after service of the Default Notice, this Agreement shall automatically terminate, and all Services rendered through the date of termination shall be immediately due and payable. The payment for these services rendered shall be calculated based on Subsection (d) below.
- (b) Without Cause Early Termination. Both parties have the right and privilege of canceling and terminating this Agreement without cause or penalty upon ninety (90) days' written notice to the other party. Prior to termination, Client shall pay Consultant in full for Services rendered through the date of termination. The payment for these services rendered shall be calculated based on Subsection (d) below.
- (c) Termination. Upon expiration or termination of this Agreement, neither party shall have any further obligation hereunder except for obligations, promises, or covenants contained herein which expressly extend beyond the term of this Agreement.
- (d) Payment for Early Termination. Consultant's costs are very "front-end loaded" in the first few months of the Agreement. The payment for the Services shall be calculated based on the final termination date. The price of the Services for each of the first three (3) months of the Agreement is 25% of the total Project Fee, and for each additional month is 2% of the total Project Fee, up to 100% of the total Project Fee. In the event of termination, Client shall pay Consultant for each month from execution of this Agreement to the final termination date. Any previous payments made by Client to Consultant as part of this Agreement will be credited to this total.

SECTION 5 GENERAL PROVISIONS

- 5.1 Governing Law. This Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Kansas, without regard to the conflicts of laws principles of any jurisdiction.
- 5.2 Waiver. The waiver by either party to this Agreement of any one or more defaults, if any, on the part of the other, shall not be construed to operate as a waiver of any other or future defaults, under the same or different terms, conditions or covenants contained in this Agreement.
- 5.3 Integration. This Agreement constitutes the entire contractual relationship between the parties with respect to the subject matter of this Agreement and supersedes any oral or written proposals, statements, discussions, negotiations, or other Agreements made prior to the Agreement. This Agreement may be amended at any time by mutual Agreement of the parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by an authorized representative of both parties.
- 5.4 Assignment. The performance of this Agreement may not be assigned or transferred by either party without the prior written consent of the other. However, Consultant may pledge or assign any receivables or right to payments under this Agreement or generated by this Agreement, as part of the

financing of the cost of improvements contemplated herein to its Lender. Therefore, Client provides its consent to Consultant's pledge or assignment of the receivables generated by this Agreement to its Lender and will execute any all documents reasonably required by Consultant's Lender to evidence same. This consent to pledge or assignment is expressly limited to the receivables generated by this Agreement and does not create or provide consent to the establishment of any security interests in the property belonging to Client.

- 5.5 Notices. All notices required to be given hereunder shall be in writing and shall be deemed delivered if (i) personally delivered, (ii) dispatched by certified or registered mail, return receipt requested, postage prepaid, or (iii) sent via a nationally-recognized overnight carrier, addressed to the parties as follows:

CONSULTANT: C&C Group

1701 S Hoover Rd

Wichita, KS 67209

ATTN: Adam Travis (atravis@c-cgroup.com)

CLIENT: USD 413 Chanute

321 E Main St,

Chanute, KS 66720

- 5.6 Dispute Resolution; Exclusive Venue and Jurisdiction. In the event of any dispute arising out of or relating to this Agreement, the parties agree to exclusively use the following process in the following order for such dispute: (a) informally discuss and attempt to resolve the dispute before proceeding with any further action; (b) in the event this is not successful, the parties agree to cooperatively arrange and participate in non-binding mediation; (c) in the event informal resolution, and mediation are not successful to resolve the dispute to the satisfaction of both parties, either party will then have the right to pursue litigation.

The exclusive venue of any action, suit or proceeding arising out of or relating to this Agreement or any rights or obligations under this Agreement shall lie solely in the courts of the State of Kansas or the United States of America located in Johnson County, Kansas. The expense of any mediation shall be borne equally by Client and Consultant and shall be held in Sedgwick County.

- 5.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one Agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other party by electronic transmission (including, without limitation, via email or facsimile) and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.
- 5.8 Contractual Provisions. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____, 20____.

CONSULTANT:

C&C Group

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

USD 413 Chanute

By: _____

Name: _____

Title: _____

Date: _____

Attachement A
CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 2025.

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. Termination Due to Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act

(42 U.S.C. 12101, et seq) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. Acceptance of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. Representative's Authority to Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. Responsibility for Taxes. The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.

- 1 2. The Eleventh Amendment: " The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
- 1 3. Campaign Contributions Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

2018 Kansas Statutes

72-1146. Contracts; indemnification or hold harmless provisions, void. (a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.

(b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.

(c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.

History: L. 2005, ch. 158, § 1; July 1.

2018 Kansas Statutes

72-1147. Contracts; governed by Kansas law. (a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, shall be governed by and interpreted in accordance with the laws of the state of Kansas.

(b) The board of education of a school district and any of its officers or employees acting on behalf of the board shall have no power to enter into a contract which provides that the contract shall be governed by or interpreted in accordance with the laws of a state other than the state of Kansas.

(c) The board of education of a school district and any officers or employees thereof acting on behalf of the board shall have no power, pursuant to a contract, to submit to the jurisdiction of any court other than a court of the state of Kansas.

(d) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.

History: L. 2005, ch. 158, § 2; July 1.

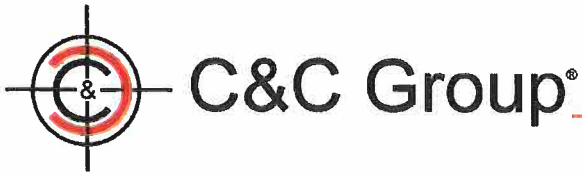
2018 Kansas Statutes

72-1148. Contracts; mandatory provisions. (a) Except as provided by subsection (c), any contract entered into by the board of education of a school district or any of its officers or employees acting on behalf of the board shall contain the mandatory contract provisions prescribed by the department of administration in form DA-146a, as amended.

(b) Except as provided by subsection (c), any contract entered into after the effective date of this act shall be deemed to have incorporated the mandatory contract provisions prescribed by the department of administration in form DA-146a, as amended, even if such provisions are not specifically contained in such contract.

(c) The board of education of a school district may omit any of the mandatory contract provisions prescribed by the department of administration in form DA-146a, as amended, upon the affirmative recorded vote of a majority of the members of the board. The board shall not have the authority to waive or omit from the provisions of any contract the provisions of K.S.A. 72-1146 or 72-1147, and amendments thereto.

History: L. 2005, ch. 158, § 3; July 1.



To Whom It May Concern,

C&C Sales, Inc dba C&C Group as a licensee of Ideal Impact, is the sole source provider for Total Campus Energy Optimization driven by the following products:

- Campus Optimizer (U.S. Patent No. 11,137,730)
- Simple Comfort Connect (U.S. Patent No. 11,137,730)
- Additional technologies protected by secret processes or copyrights

No other vendor has developed these products. No other vendor is licensed to sell these products in the States of Kansas or Missouri. All intellectual property is owned by Ideal Impact, Inc. and licensed by C&C Group. Campus Optimizer, the patented software program offered, uses a patented algorithm to facilitate optimization of energy use in every room of every building using this software. It is based on actual historical use data, the customer's actual rate structure, the unique climate of the area, demand reduction and individualized ramp times for the building and rooms at the customer site to create long-term energy savings.

There is only one price for the product, the software is currently exclusively distributed by C&C Group in the Kansas and Missouri markets and is not available "off-the-shelf" from retailers.

If you have any questions regarding this sole source letter, please contact Chad Cillessen at (913)-529-6240.

Sincerely,

Chad Cillessen

Chad Cillessen
Principal
C&C Group

SOLE SOURCE AFFIDAVIT

Before me, the undersigned official, on this day, personally appeared Chad Cillessen
a person known to me to be the person whose signature appears below, whom after being duly sworn upon his oath
deposed and said:

1. My name is Chad Cillessen
I am over the age of 18, have never been convicted of a crime and being competent to make this affidavit.
2. I am an authorized representative of the following company or firm:
C&C Sales, Inc dba C&C Group
3. The above named company or firm is the Sole Source of the following item(s), and no other company or firm in the
Kansas, Missouri & Southern Illinois sells or distributes the product(s) listed below:
Total Company Energy Optimization including: Campus Optimizer (Patented) U.S. Patent No. 11,137,730, Simple
Comfort Connect, and a number of additional technologies protected by secret processes or copyrights.
4. Competition in providing the above name item(s) or product(s) is precluded by the existence of patent, copyright,
secret process, or monopoly.
5. There is / are no other like item(s) or product(s) available for purchase that would serve the same purpose or function
and there is only one price for the above name item(s) or product(s) because of exclusive distribution or marketing
rights.

Chad Cillessen
Signature of Authorized Official

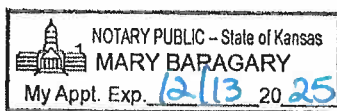
CIO
Title of Authorized Signature

Affidavit will be valid for two (2) years from date subscribed and sworn.

SUBSCRIBED AND SWORN to before me on this 27th day of March 2023

Mary Baragary
Notary Public Signature

(SEAL)



Print Name Mary Baragary

My Commission Expires: 12/13/2025

Company: C&C Sales, Inc. dba C&C Group

Address: 10012 Darnell email: ccillessen@c-cgroup.com

City, State, Zip Code: Lenexa, KS 66215

Telephone: (913) 888-6200 Fax: (913) 888-0544

Contact Person: Chad Cillessen