

Quote #: Q-431144-2 Date: 4 Aug 2023

Central Kentucky Sheet Metal 2672 Cartersville Rd Paint Lick 40461 Attn: Paul Sipes Tel: (859) 200-8932 Email: psipes@cksm.net Aggreko Rep: Jason Brannum Tel: (513) 314-5194 Email: jason.brannum@aggreko.com

Dear Paul Sipes,

Thank you for your interest in services provided by Aggreko, LLC. I am pleased to submit the following quote, which confirms our pricing and support services. Aggreko, LLC is responsive around the clock to ensure your complete satisfaction.

Sincerely, Jason Brannum

Expected Rental Start: 9 Aug 2023 Rental Duration: 164 Days
Expected Rental End: 19 Jan 2024 Minimum Rental: 28 Days

Recurring Charges: Rates Reflect Quantities

Qty	Description	Monthly Rate
1	Aggreko has been requested to provide a solution to replace customer's closed circuit cooling tower. This proposal includes a nominal 250 ton trailer mounted rental cooling tower, a 500sq ft plate and frame heat exchanger, and a recirculating pump. The rental package will provide equal capacity as customer's unit and cool requested flow rate of 500 Gallons Per Minute (GPM), from an entering Hot Water Temperature (HWT) of 96°F to a leaving Cold Water Temperature (CWT) of 86°F at an entering Wet Bulb temperature of 77°F. Included is a pump for the cold side of the heat exchanger, suction hose and discharge hose to connect the heat exchanger to the cooling tower, enough discharge hose to reach customer supply and return connections within 75' along with necessary bolts/nuts/gaskets, and enough electrical cable to reach the customers power source within a 100' distance.	
	Aggreko will deploy a technician(s) to perform site services, including installation "assistance" and start-up of our equipment. In addition, we will conduct customer orientation on the operational aspects of the rental system. This service will be billed on a T & M basis at the rates specified below. All freight and labor estimates provided are for general guidance only.	
	Customer Responsibility: - Pump(s) for closed circuit side of exchanger Forklift for offloading /loading of pump(s) and accessories, - Provision of an exposed 6" hot water connection, at grade, within 75 feet of the equipment, - Provision of an exposed 6" cold water connection, at grade, within 75 feet of the equipment, - Provision of a 2" NPT make-up water connection with water pressure between 25-60 PSIg, at grade, within 100 feet of the equipment. Customer to provide pressure regulator if required, - Provision of a 480 volt, 3 phase power source capable of supporting ~85 Full Load Amps (FLA), - Providing a flat and level surface sufficient for staging of a trailer or cribbing as necessary, - Provide and install piping required for blow down Water Treatment as further described, - Electrical connection to "house" power and any grounding/bonding as required by code, - Final mechanical connection to house supply and return flanges. WATER QUALITY & TREATMENT:	
	Customer to provide an automated and regularly monitored "Neutral" water treatment program which protects against scale, biological growth, and corrosion of mild steel and copper. The customer to maintain, and make available upon request, documents indicating make up water & circulating water analysis. Guidance relating to parameters for "Neutral" water quality are given within the attached terms and conditions. Blow down is to be maintained via conductivity with controls provided by others. Any damage that occurs, resulting from insufficient water treatment, will be charged back to the customer.	
	If a permit or certification is required for this project, regarding the operation of Aggreko equipment, it is the responsibility of the customer to obtain this. Upon completion of your rental project, we require a minimum of 24 hours' notice to arrange for return freight. The rental period begins when the equipment leaves Aggreko's service center and ends, subject to a minimum rental of 28 days, upon its' return. All taxes are excluded.	
	TOTAL	17,017.33



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One Time Charges:

Qty	Description	Price (Each)	Total Price
1	Cleaning Fees (Lump Sum/One Time)	500.00	500.00
1	Installation Consumables (bolts, gaskets, etc.)	200.00	200.00
1	Freight - Roundtrip (Lump Sum/One Time) / @ Cost plus 30% not to exceed value advised.	11,050.00	11,050.00
1	Cleaning Fees (Lump Sum/One Time)	1,500.00	1,500.00
1	Labor - Setup (Lump Sum/One Time) assumes 1 tech @ 12 hours each, one day for Overtime Rate for fill and start up on a Saturday. Contractor will install and remove equipment. Rate is inclusive of travel mileage and per diem.		5,040.00
	TOTAL		18,290.00

Variable Charges:

Description	Charge Method	Charge
Labor - Setup and Teardown (Fixed Rate/Per Hour)	Per Hour	Straight Time Rate : 156.00 Over Time Rate : 231.00 Double Time Rate : 308.00
Freight - Roundtrip (Cost Plus 30%/One Time)	One Time	30%
Labor – Outside of Normal Business Hours – Call Out Fee (Fixed Rate/Per Transaction)	Per Transaction	1,250.00
Freight - Wait Time (Cost Plus 30%/Per Transaction)	Per Transaction	30%
Labor - Accommodation (Cost Plus %/Per Day) / technician if overnight required	Per Day	25%

	Bradley A. Beatty on behalf of Clotfelte	r/Samokar Archite	tects	David T	Milam 8/ 8/4/23	14/23
Signature		PO Number				
Printed Name		PO Amount				

By signing this Acceptance, I certify that I am authorized to enter into this agreement on behalf of Lessee. I also certify that such acceptance or delivery of Aggreko's rental equipment shall be deemed an acceptance of the existing MSA between the parties, if applicable, and, if not, then subject to Aggreko's North American Rental Agreement Terms and Conditions available at https://www.aggreko.com/en-us/terms-of-business, to which I acknowledge I have access and are incorporated herein by reference.



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EXPIRATION All proposals are valid for 14 days and contingent on availability. Acceptance must be provided in writing prior to the end of the valid period. If the customer elects to postpone the on-hire date more than 14 days, this proposal will be subject to revision at Aggreko's discretion.

CURRENCY - All prices included in this document are reflected in U.S. Dollar

INVOICE RECONCILIATION Following the Minimum Rental term, the invoice calculation will be based on the details outlined in this section.

INVOICE RECONCILIATION If actual Rental Duration differs from quoted Rental Duration, refer to the following for invoice calculation:

Day 1 - 2 - The daily rate applies and is 1/3 of the weekly rate.

Day 3 - 7 - The weekly rate applies and is 1/3 of the monthly rate.

Day 8 - 20 - The daily rate applies and is 1/7 of the weekly rate.

Day 21 - 28 - The monthly rate applies

After Day 28, the daily rate applies and is 1/28 of monthly rate.

INVOICE RECONCILIATION: Labor - Per Hour

- Straight Time applies during normal business hours from 8 AM 5 PM, Monday Friday Over Time (1.5x) applies outside of normal business hours, before from 8 AM or after 5 PM, Monday Friday
- Double Time applies on Weekends and Holidays

OUTSIDE OF NORMAL BUSINESS HOURS FEE: To cover the additional cost of labor and third party expenses incurred for equipment preparation and mobilization, an Outside of Normal Business Hours Fee applies to orders executed outside of normal business hours (Monday - Friday 8am - 5pm). If ordered and subsequently canceled, the fee will be charged in addition to any other cancellation charges.

CLEANING FEES Cleaning fees relative to heat exchanger rentals will be charged upon completion of the project.

CLEANING FEES Cleaning fees relative to cooling tower rentals will be charged upon completion of the project.

WATER QUALITY AND TREATMENT Customer is responsible to regularly monitor, control, and treat the circulating water to maintain a neutral water quality which protects against scale, biological growth, Legionella, and corrosion. Customer to make available upon request documents indicating makeup water & circulating water analysis. Due to evaporation, periodic "blow down" of the recirculating water is required and is typically controlled via automation. Batch feeding of chemicals is not recommended. Damages resulting from insufficient water treatment are the responsibility of the customer. The following parameters are given to provide general guidance relating to neutral water quality for fill media selection:

- LSI of .0 -1.0
- pH of 6.5-8.0
- M-Alkalinity of 100-500 ppm as CaCO3
- Conductivity <4000 µmhos
- Silica <150ppm as SiO2
- Chlorines and Sulfides < 1ppm
- Biological control (Total Aerobic Bacteria) < 100.000 cfu/ml

FILL MEDIA SELECTION Aggreko uses CF-1900 fill media manufactured by Brentwood Industries. This selection is a function of assumed total suspended solids of less than 25 ppm, good biological control, no oil and grease content, no VOC's and no fibers. It is the responsibility of the customer to advise Aggreko if the above values are exceeded. Customer is responsible for all cleaning and/or replacement costs associated with fouled / damaged media including freight, labor, materials, and disposal when necessary. Splash fill media is available for severe water quality which further requires Aggreko technicians to clean towers at a minimum of once per year. Cleaning frequency is at the discretion of Aggreko. Damages up to and including total loss will be charged to customer for failure to make towers available to Aggreko technicians to clean and maintain equipment as necessary

TERMINATION Early termination or cancelation will result in a 25% cancellation fee. Additionally, any custom fabrication/materials will be charged at cost plus 25%.

COLD WEATHER PROVISION Cold Weather Provision (Low Temperatures between 40° F) any fuel provided by the customer must be temperature appropriate by using anti-gel fuel additives and/or #1 Diesel fuel. The customer must supply appropriate power to energize cold weather accessories, such as (and not limited to) electric block heaters, trickle chargers, heat tracers and battery heaters. In the event that the customer cannot provide power for the winterization components, Aggreko can provide the power source for an additional fee. Snow removal may be required by the customer to ensure equipment and accessory operation, maintenance and repair. All cold weather issues (undercharged battery, fuel gelling, etc.) that require Aggreko Service Technicians to make repairs, will be billed at the standard labor rates outlined in this proposal. Aggreko offers fuel management services for customers who choose to limit their fuel-related responsibilities. Please contact an Aggreko sales and/or technical representative for more information.

ELECTRICAL CONNECTIONS AND SYNCHRONIZATION: Aggreko's personnel do not make final connections at the connection point for customers. The customer is responsible for deenergizing the system before connecting equipment.

ENVIRONMENTAL FEE An environmental fee of 5% will be charged against the total rental equipment amount. Note that if the equipment subject to the fee is also subject to shift rates, the amount of the fee will vary in proportion to the applicable shift rate. The fee is NOT a tax or governmental charge. It is used to help offset expenses incurred operating in an environmentally sound manner. To learn more about the fee, please see the terms and conditions referenced herein or Aggreko's Statement on Environmental Fees, which is available at https://www.aggreko.com/en-us/terms-of-business

EQUIPMENT GROUNDING In all cases where the customer is connecting and operating the equipment, all electrical power producing and/or power consuming machines must be properly grounded in accordance with National Electrical Code and local code requirements prior to start up and shall be the responsibility of customer to verify compliance. The location where grounding rods are to be installed should be properly marked for location of underground utilities and other hazards prior to grounding. Customer acknowledges Aggreko is not familiar with any proposed grounding location(s), the accuracy of relevant markings or existing subsurface hazards. As such, Aggreko does not assume any liability for incorrect or ineffective grounding and customer expressly releases and shall indemnify Aggreko from any liability related thereto, regardless of the party that performs this service.

EQUIPMENT ACCESS, MAINTENANCE AND SERVICE

- Aggreko shall have the right at any time and from time to time to enter the premises occupied by the equipment, be given free access thereto and afforded necessary facilities for the purpose of inspection, servicing, replacement and removal.
- It is the customer's responsibility to maintain and service equipment during the rental term, although, equipment servicing can be performed by Aggreko at an additional charge.
- If the customer elects to have Aggreko service the equipment, we will perform routine service of the equipment at the labor rates stated in this proposal (or in the MSA in existence between the parties, if applicable). Please be aware that, unless otherwise coordinated in advance to be performed after hours, the equipment will need to be shut down during normal working hours for servicing. Equipment redundancy may be available for an additional fee if uninterrupted service is required.

Aggreko, LLC Cincinnati USA 1533 Cincinnati-Batavia Pike Batavia, Ohio 45103-1604 **United States** Off:1-800-AGGREKO (244-7356)



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- If the customer is qualified to service the equipment and elects do so, proof of timely service must be provided to Aggreko upon request.

- Regardless of whether the routine service of the equipment is performed by Aggreko or the customer, Aggreko will notify the customer in advance when the service interval will be required. Failure to conduct or permit timely service may entail liability for associated diagnostic and repair costs and Aggreko disclaims any liability for any damages or injuries to any parties resulting from any such failure or delays.
- Daily inspections of the equipment are the responsibility of the customer. These checks should also be carried out prior to starting the equipment.
- The customer is also responsible for providing fuel, coolants, lubricants, and other supplies necessary to operate the equipment.

FREIGHT Charges to deliver and pick up equipment to your site will apply if arranged by Aggreko. Delivery/Pickup standby time may be charged in the event of customer-caused delays. If prepositioning of equipment is required, additional freight charges will apply.

LABOR Customer induced service calls, drive time to and from sites and any chargeable labor will be charged at quoted rates. If an overnight stay is required, lodging and per diem expense will be charged.

IMPORTANT CUSTOMER INFORMATION This proprietary document has been created for Central Kentucky Sheet Metal, Paul Sipes, it is therefore acknowledged and agreed to honor our proprietary right to the contents of this proposal and therefore not share the ideas or concepts within.

INVOICE INTERVAL All monthly pricing based on a 28 Days billing cycle.

PAYMENT TERMS Payments shall be made Net 30 from date of invoice. However, Aggreko reserves the right to change payment terms based on changes in financial condition or Customer's non-compliance with the stated net payment terms during the rental.

TERMS, CONDITIONS AND CUSTOMER RESPONSIBILITIES Customer assumes all responsibility and liability for:

- Obtaining any relevant operating permits, and shall be liable for any and all penalties, delays and damages caused by its failure to timely obtain all such permits, including reimbursement to Aggreko for any fines paid on Customer's behalf and regardless of the party to which the citation is issued.
- -State and local taxes. TAX is NOT included on any Aggreko proposal. The customer will be charged for taxes unless Aa valid tax exemption certificate that applies to the particular rental is required provided for those the applicable period
- Any and all required union labor.
- Required lifting unloading, loading, and positioning of the equipment (including providing suitable cranes and/or other lifting and handling equipment as applicable).
- Any modifications or damage to foundations, landscaping and structures, permanent or temporary, that are required for the installation, use or decommissioning of Aggreko's equipment and accessories, including any supervision, restoration and any resulting injuries.
- Pre-Delivery Cancellation Fees: If Customer cancels this rental after Aggreko and/or its freight supplier have commenced mobilization but before delivery of the equipment, Customer shall be responsible for paying Aggreko the freight charge incurred, a reasonable labor charge at the applicable standard, overtime or holiday rate, and, if after regular business hours, an Emergency Opening Fee.

COVID-19: Aggreko's protocol and policies regarding COVID-19 can be found at https://www.aggreko.com/en-us/terms-of-business

TERMS, CONDITIONS AND CUSTOMER RESPONSIBILITIES Full replacement insurance on equipment (Certificate must be provided prior to delivery)

- All services provided by Aggreko are subject to "Aggreko North America Rental Agreement Terms & Conditions". This document is provided online at: https://www.aggreko.com/en-us/terms-of-business and is incorporated herein by reference. Alternatively, a copy will be provided upon request. Customer accepts and acknowledges receipt thereof by these methods. Aggreko will accept no alternative terms and conditions.

TO PLACE AN ORDER

- 1. Complete, sign, and return the following proposal acceptance page.
- 2. If referencing a purchase order, please provide hard copy
- 3. If tax exempt, please provide a copy of your tax exemption certificate. Once received, it will remain on file for four years for future business. You will be charged applicable tax if the certificate is not received prior to order acceptance.
- 4. Provide a valid certificate of insurance, which can be obtained from your insurance provider.

TO TERMINATE RENTAL

- 1. Call 800-Aggreko (800-244-7356). Aggreko requires a minimum of a 24-hour notice for arranging the decommissioning and return freight. Off hire notifications received after 5pm will be acknowledged the following day.
- 2. Provide the Rental Agreement Number, a Purchase Order Number, or the Equipment Unit Number. Additionally please provide items to be collected, job location, pickup date/time, site contact person name/phone number, and decommission requirements (including technician, de-fuelling, crane/forklift, and confirmation of freight carrier arrival time for return delivery).
- 3. You will receive a confirmation email within 24hrs to acknowledge your request. If you do not receive this confirmation, please contact your Aggreko Representative. A rental will not be deemed terminated without proof of termination, as set forth above.

Where freight is arranged by Aggreko, and unless designated otherwise, the end of hire date will be the later of either: i) the date the equipment is made available for pickup, or ii) the calendar day following receipt of the off-rent notification. Provided, however, for all rentals in which customer is responsible for arranging freight, the rental shall not terminate until the equipment is return to the designated Aggreko Service Center.



С	ustomer CKSM				Quote # Q-431144		
	Scope Matrix	Client	Aggreko	N/A	Notes		
Α	Logistics	ı	ı				
1	Delivery/Installation		Χ		DO NOT PUT DATES OR TIMES IN THE NOTES		
2	Transportation to/from Site		Χ		1000 miles inbound for cooling tower estimated		
3	Lifting Equipment at Site	Χ			Forklift for offloading/ reloading		
4	Personnel Lifts at site			Χ	provide type/qty/size (scissors, vertical, boom, etc.)		
В	Demarcation	1					
1	Electrical	Χ			Termination by customer, 460V within 100'		
2	Mechanical	Χ			Terminations within 75', additional hose optionally		
3	Electrical Ground Points	Χ			distance from AGK equipment. Location Services responsibility		
4	Terminations to Customer Equipment	Χ			customer responsibility		
С	Equipment						
1	LV Cable/Tails/Lugs		Χ		cable type/rating, lug type, termination kits, etc.		
2	Commissioning Support Equipment		Χ		Aggeko to commission, test and balance system		
3	120V/480V Secondary Distribution			Χ	controls, block heaters, lighting, etc.		
4	DEF System			Χ	internal/external/provider		
5	Equipment Maintenance	Χ			Preventative maintenance while on site		
6	Equipment siting and configuration	Χ			Plot space, connection orientation related to customer demarcation		
D	Labor						
1	Site Access Training/Badging	Χ			man-hours ST/OT/DT		
2	Mobilize/Install/Commission/Demobilization	Х	Х		man-hours ST/OT/DT, pricing estimated for a 2 man crew		
3	Operations/Watchkeeping	Х			man-hours ST/OT/DT		
4	Technician Travel to/from Site		Х		man-hours ST/OT/DT		
5	Technician Per Diem and Lodging		Х		total man-days		
6	Training Client on Operations Procedures		Х		Train customer on Aggreko equipment (#days/hours provided)		
Е	Fuel						
1	Fuel (diesel, DEF, natural gas, propane)			Χ	source, pressure, flow rate, burn rate, etc.		
F	Site Facilities						
1	Site Specific Requirements	Χ			lighting, fencing, barricades, equipment anchors, ladders, etc.		
2	Regulatory (Permits/Licenses)	Х			noise, emissions, environmental, etc.		
3	Site Specific Access Requirements	Χ			training, badging, vehicle passes, etc.		
G	Other						
1	Containment Berm Support			Х	hose/cable bridges/pumping responsibility		
2	Site Specific Safety	Х			Special eye protection, face shields, glove type, fire ext., spill kits		
3	Water/Air Source	Χ			source, method, connection type, temperature, psi, etc.		
4	Glycol Supply (+40F to +20F)	Χ			specification/estimated volume		
5	Waste Disposal	Χ			Customer EPA compliance. (general, hazardous, non-hazardous, etc.)		
6	Equipment Leveling Materials/Dunnage	Х			provide material types, size, etc.		
	End						