

ENERGY TAX SAVERS' SERVICE AGREEMENT

This Energy Tax Savers' Service Agreement is entered into effective as of _____, 2026 (the "Effective Date") between Powell County Schools ("Client") and Energy Tax Savers, Inc. ("ETSI") with regard to Stanton Elementary - Geothermal ("Client's Project"). The Services will be provided on the terms and conditions outlined below.

BACKGROUND

The Inflation Reduction Act (IRA) of 2022 has the potential to greatly assist customers with the achievement of energy savings work for projects that reduce the reliance on traditional energy sources and increase energy efficiency by utilizing alternative energy resources. There are several credits that apply including tax credits for geothermal, solar and wind projects. The Internal Revenue Code (IRC) sections include Sections 30C, 45, 45W, 48, 48E, 6417 and 6418.

Guidance has yet to be completely defined by appropriate government agencies. Definitions have occurred slowly, incrementally since the passage of the bill. There is a myriad of credit opportunities available in the IRA, and we can help customers obtain them. In order to accomplish that, it is recommended that a consultant is aware of the current requirements and processes and is actively engaged in tracking additional regulatory implementation of the IRA in order to assist.

ETSI would be responsible for the following support directly to the Client:

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement and intending to be legally bound hereby, the parties agree as follows:

1. Description of Services. With respect to Client this agreement covers all preliminary consulting, assistance with allocated costs to credit eligible and non-credit eligible expenses, filing all paperwork and audit assistance up to IRS appeals. It also includes educating designers and installers on key points of the incentive to maximize the credit.

Client may authorize a Tax Project. Indication of authorization will be through full payment of the Retainer (described below). Upon completion of each Tax Project, ETSI working with Client will submit all required documentation in order to file for these tax incentives.

Specifically, ETSI will:

- Gather all application data with assistance from Client, and third parties
- Work with and educate designer on designing to maximize tax incentives
- Work with and educate installing contractor to maximize tax incentives
- Work with design team and contractors to segregate eligible project costs from ineligible project costs
- Work with Client, to prepare all documentation required for pre-filing
- Assist Client in pre-filing
- Work with Client, to prepare all documentation required for filing
- Assist Client in filing
- Provide IRS Audit Assistance through appeals in the event of an IRS Audit

2. Compensation. Client shall compensate ETSI for these Services in the amount of the Fee Quote. Fees and estimated credit amounts for subsequent projects will be evaluated on an individual complimentary basis.

If Client decides to authorize the commencement of the Tax Project, the Fee Quote will be a total of \$14,100.

Fees to be paid as follows:

- \$4,700 Retainer,
- \$4,700 upon receipt of Pre-Filing Registration number,
- \$4,700 upon delivery of all filing documents.

All invoices will be payable in full within 30 days from the date of the invoice.

3. Duties and Obligations of Client. Delivery of the Services is predicated on Client and/or its designees (e.g., contractors, architects, engineers) providing all requested documentation. Client will also be responsible for any follow-up documentation requested, and that the actual completed project met or exceeded the requirements of the incentive. The parties recognize that achievement of these tax benefits requires cooperation from third party designees, the facilities and tax departments of Client. ETSI will facilitate this cooperation, provide expert tax advice throughout the process, and provide IRS audit documentation, verifying all submissions related to the Inflation Reduction Act, as needed, and providing any further calculations requested.

4. General Provisions. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to principles of conflicts of law. All disputes, controversies or claims arising out of or with respect to any of the terms or conditions of, or the performance of the parties under, or termination of, this Agreement which cannot be settled amicably by the parties shall be finally settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in Nassau County, NY. In no event shall ETSI's liability for any claims under this Agreement exceed, in the aggregate, any fees paid by Client under this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

ACCEPTED AND AGREED TO:

Powell County Schools (Client)

Energy Tax Savers, Inc.

By: _____

By: Charles R. Goulding

Name: _____

Name: Charles R. Goulding

Title: _____

Title: President

Date: _____

Date: 6/12/2026