

Name and Address of Customer:

OLATHE, CITY OF DBA CITY OF OLATHE
100 W SANTA FE ST STE 1500
OLATHE, KS 66061-3272

Thank you for doing business with **Berry Companies, Inc.** This cover letter is your guide to completing your transaction as quickly as possible. If you have any questions please call: 866-940-3303.

Checklist

APPROVAL EXPIRATION DATE: March 8, 2026

All documents listed below are required for this transaction:

- Master Lease Agreement
- Equipment Schedule – Lease
- State and Local Government Addendum
- Delivery and Acceptance Certificate (to be signed and returned to us only after the Equipment has been delivered, installed and accepted by you)
- Notice of Assignment
- Insurance Form
- Required Information Form
- MyAccounts Form

The following items are required for your transaction to be completed:

- Signature from an authorized signer and any personal or corporate guarantor – see Signature Guide below for requirements.
- Printed name of the signer
- Title of the signer – see Signature Guide below for requirements
- Federal tax ID of the lessee/borrower – specified on the attached documents
- Return the signed documents as outlined below
- Supplier Invoice
- Tax Exempt Certificate, if applicable

Please return all pages. Failure to return all pages will cause a delay in processing.

Signature Guide

The documents must be signed by an authorized officer or the owner if the customer is a Sole Proprietorship, with printed Name and Title completed as well.
Guaranty, Lease or Loan agreement authorized signer guidelines

If the business is a:

Proprietorship
General Partnership
Limited Partnership
Limited Liability Company (LLC)
Trust
Corporation or Non-Profit Corporation And deal is <\$500K
Corporation or Non-Profit Corporation And deal is >=\$500K

This person must sign:

Owner/Proprietor
Partner
General Partner
Member/Officer
Trustee
Authorized Corporate Officer, Purchasing Manager, Director, Controller, Finance Manager
Authorized Corporate Officer

Return Instructions

If you received an e-mail from DocuSign to sign documents electronically, once you complete the DocuSign process and click "confirm signing", your signed documents will be returned to us electronically. Please use fax or e-mail to return any checklist items not completed and transmitted via DocuSign. If you did not receive an e-mail from DocuSign to sign documents electronically, please return your signed documents and other checklist items via fax or e-mail. If your documents include a master agreement and/or guaranty documents, or if the total amount financed is greater than \$500,000, then overnight the signed documents to the address below.

Email: BobcatDocumentationQueue@wellsfargo.com **Fax:** 888-810-4101

Overnight:

Contracts Team MAC T9083-043
401 Las Colinas Blvd. W
Bldg. A, 4th Floor
Irving, TX 75039-5400

Master Lease Agreement

Master Lease Number **450-0187842** dated as of **December 9, 2025**

Name and Address of Customer:

OLATHE, CITY OF DBA CITY OF OLATHE
100 W SANTA FE ST STE 1500
OLATHE, KS 66061-3272

TERMS AND CONDITIONS

This Master Lease Agreement ("Master Lease") sets forth terms and conditions that will be applicable to equipment leasing transactions that may be entered into from time to time by Lessee and Lessor if they enter into one or more Schedules that incorporate the terms of this Master Lease. This Master Lease is not a commitment by Lessor to enter into any Schedule and nothing in this Master Lease shall impose, or be construed to impose, any obligation upon Lessor to enter into any proposed Schedule. In the event of a conflict between the provisions of this Master Lease and a Schedule, the provisions of such Schedule will control. Lessee and Lessor agree, for good and valuable consideration and intending to be legally bound, as follows:

1. CERTAIN DEFINITIONS. The following capitalized terms used herein will be defined as follows: "**Equipment**" means the equipment and other property described on the applicable Schedule, as well as any attachments, accessories, accessions, replacements, replacement parts, substitutions, additions, upgrades, exchanges and repairs to the equipment and other property and shall also be deemed to include any embedded software that otherwise falls within the definition of "**Goods**" under Article 9 of the Uniform Commercial Code ("UCC"). "**Fair Market Value**" of the Equipment means an amount estimated by us that may reasonably be expected for an installed and in-use property in an equitable exchange between a willing buyer and a willing seller, neither under any compulsion to buy or sell, both aware of all relevant facts, and assuming the Equipment is in the condition required by the applicable Lease. "**Lessee**" means the party or parties who sign this Master Lease as Lessee. Each party that signs below as Lessee agrees that its liability in connection with the Master Lease (and any Schedules hereunder) shall be joint and several. The Lessee may be referred to herein as "you" and "your". "**Lessor**" means the party signing as Lessor on this Master Lease and applicable Schedule or any of its affiliates signing as Lessor on the applicable Schedule, and may be referred to herein as "we", "us", and "our". "**Person**" means any individual, corporation, business trust, association, company, partnership, joint venture, or other entity. "**QFC Obligations**" means obligations arising under a securities contract, commodities contract, forward contract, repurchase agreement, swap agreement, or any similar agreement (as defined for purposes of Treasury Part 148 under 12 U.S.C. 5390(c)(8)(D) or FDIC Part 371 under 12 U.S.C. 1821(e)(8)(D)) that the FDIC determines by regulation, resolution, or order to be a qualified financial contract. "**Schedule**" means any schedule signed by Lessee and Lessor that incorporates the terms of this Master Lease, each of which will constitute a separate contract between Lessee and Lessor and shall be referred to as a "**Lease**". "**Stipulated Loss Value**" means the sum of: (i) all past due and current Payments; (ii) the present value of (A) all remaining Payments, and (B) the amount of the purchase option price or final purchase payment set forth in the applicable Schedule, or if no purchase option price or final purchase payment is specified or if the purchase option price is Fair Market Value, then the anticipated end of Term Fair Market Value of the affected item(s) of Equipment, discounted at 2% per annum; and (iii) all other amounts due under the Lease.

2. COMMENCEMENT. The commencement of a Lease (the "**Commencement Date**") will be the date that you satisfy all pre-conditions to the Lease, as determined by us, or any later date that we designate. Without limiting the foregoing, we may, in our sole discretion, require that you verify your acceptance of the Equipment either by telephone or by delivery to us of an executed certificate of acceptance. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing a Schedule you assign to us all of your rights, but none of your obligations under it. If, for any reason: (i) the manufacturer, supplier, wholesaler, or other vendor of the Equipment (any, a "**Supplier**") fails to deliver, or delays the delivery of, the Equipment; or (ii) the Equipment is unsatisfactory upon delivery or at any time thereafter, you agree that we are not liable, and you will not make any claim against us for damages or for specific performance of such Lease. If the Equipment includes any non-embedded software: (i) we do not own the software and do not provide any software licenses, (ii) you are responsible for obtaining any software license related to any software that is part of or used in connection with the Equipment from the owners or licensors of such software, (iii) you shall comply with the terms of all such licenses if any, and (iv) any default by you under any such software licenses shall also constitute a default by you under all Leases.

3. LEASE PAYMENTS. You agree to remit all payments under each Lease ("**Payments**") in U.S. dollars to the address or account designated by us from time to time. Unless indicated otherwise in the Schedule, your Payments are due in arrears and your first payment date will be one month from the Commencement Date, and subsequent payments shall be due on that same day of each month thereafter, unless such day does not exist for the applicable month, in which case it will be the last day of such month (the "**Payment Date**"). If you request that your Payment Date start later than one month after the Commencement Date, if we approve such a request, we may increase your first Payment by 1/30th of the scheduled Payment for each day between the originally scheduled Payment Date and the re-scheduled Payment Date (the "**Additional Days**") and the term of the Schedule will be extended by a number of days equal to the Additional Days. If there are changes in the type or amount or cost of the Equipment or the calculation of related sales or other taxes, you authorize us to adjust the Payments to maintain our after tax economic yield and cash flow so long as the change is not more than 15% of the original Payment amount. We may apply all your payments under a Lease to delinquency charges, Payments, and any other liabilities due and owing under such Lease or under any other agreement, in any order and manner selected by us. You waive all rights to direct the application of payments made on account of any Lease. We may offset and deduct any of your liabilities or obligations to us from any sums we owe to you. The financial terms of any Lease may have been determined taking into account fees we have paid to, or rebates, discounts, subsidies or other compensation or financial benefits (including the ability to fund over time amounts that may be financed hereunder) we have received from, the Supplier, a broker, or other third party in connection with such Lease. Payments are due on each Payment Date whether or not you receive an invoice.

4. TAXES. You agree to pay, and indemnify and hold us harmless from all sales, use, rental, property, excise, gross receipts, withholding and other taxes, charges and fees upon or with respect to the Equipment or the possession, ownership, leasing, use or operation, control or maintenance thereof and relating to such Lease (or any Payments or other payments), assessed by any governmental entity or taxing authority arising during or with respect to any part of the term, whether due before or after the end of the term shown on the corresponding Schedule. In connection with the expiration or earlier termination of a Lease, you agree to pay us any taxes accrued or assessed but not yet due and payable, or our estimate of such amounts.

5. LATE CHARGES. For any payment which is not received within 10 days of its due date, you agree to pay us a late charge equal to the greater of 5% of the amount due or \$35.00 (but in either case, not to exceed the maximum amount permitted by law).

6. OWNERSHIP, SECURITY INTEREST, USE, MAINTENANCE AND REPAIR. Unless otherwise specified in the applicable Schedule, we own the Equipment, excluding any non-embedded software. If the Lease is a secured transaction, you grant us a security interest in the Equipment and all proceeds thereof to secure all of your obligations now or hereafter owing to us (except QFC Obligations). In no event shall your obligations under a Lease be secured by any improved real property, building or mobile home insurable under the National Flood Insurance Program unless the document granting an interest in real property specifically

THIS MASTER LEASE INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

THIS MASTER LEASE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL EXECUTED BY US.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Master Lease to be executed by their duly authorized representatives as of the date first above written.

Lessor: **BERRY COMPANIES, INC.**

Lessee: **OLATHE, CITY OF DBA CITY OF OLATHE**

Signature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title

references the Lease by date, its Schedule number and/or this Master Lease number. You authorize us or our agents to prepare and file, electronically or otherwise, UCC financing statements and any amendments or continuation statements relating to the Equipment and proceeds. So long as you are not in default of your obligations, we hereby assign to you our rights, if any, under Supplier written warranties, to the extent assignable. You (a) shall not permit the Equipment to attach to real property and (b) must keep the Equipment free of all security interests, encumbrances and liens, except those in favor of us. Other than the temporary relocation of mobile Equipment, or as otherwise set forth in the applicable Schedule, you will not remove the Equipment from the address indicated on the applicable Schedule without first obtaining our written approval. You shall: (a) keep the Equipment in your exclusive control and possession and not discontinue use of the Equipment; (b) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) at your cost, keep the Equipment repaired and maintained in good working order as when originally delivered to you (absent only ordinary wear and tear) and as required by the manufacturer's warranty, certification and standard full service maintenance contract; (e) at your cost, furnish and replace all parts of the Equipment as may from time to time become worn out, damaged or unfit for use; (f) allow only qualified and properly licensed personnel to operate the Equipment; (g) maintain accurate and complete records of all repairs and maintenance of the Equipment; (h) give us reasonable access to inspect the Equipment and its maintenance and other records; (i) at your cost, mark and identify the Equipment with all information and in such manner as we may request from time to time and replace promptly any such markings or identification which are removed, defaced or destroyed and not permit the name of any person, association or corporation other than your name or our name to be placed on the Equipment as a designation that might be interpreted as a claim of ownership or security interest; (j) pay all shipping and delivery charges and other expenses incurred in connection with the Equipment and pay all lawful claims, whether for labor, materials, supplies, rent, assessments, taxes or services, which might or could if unpaid become a lien on the Equipment; and (k) not enter into any lease or sale of any Equipment. Without our prior written consent, you will not make any alterations, additions or improvements to the Equipment which are permanent or which detract from its value, useful life, or functional utility. Any such alterations, additions or improvements shall be deemed part of the Equipment. The Equipment must remain in the continental United States, Alaska, or Hawaii at all times. In case you fail to comply with any provision of any Lease, we may take action to bring such Lease into compliance, and all expenses incurred by us in doing so will constitute additional expenses under such Lease due to us within 5 days after we send notice to you requesting payment. Our effecting such compliance will not be a waiver of your default.

7. INDEMNITY. YOU AGREE TO DEFEND AND INDEMNIFY US FOR ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, OBLIGATIONS, SUITS, TOLLS, FEES, INJURIES, COSTS AND REASONABLE ATTORNEYS' FEES, OR THE LIKE, WHETHER BASED ON A THEORY OF NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, INCURRED, CAUSED OR ASSERTED BY ANY PERSON, IN ANY MANNER RELATING TO THE LEASE OR THE EQUIPMENT including, without limitation, the manufacture, purchase, lease, financing, selection, ownership, delivery, possession, use, storage, operation, condition, maintenance, repair, return or other disposition thereof.

8. LOSS OR DAMAGE. You assume all risks of loss, theft, governmental taking, damage to or destruction of the Equipment. If any item of Equipment is damaged and can be repaired, you shall promptly notify us in writing and, at your cost, within 30 days of such damage, repair the affected item. If any item of Equipment is lost, stolen, taken by any governmental authority or damaged beyond repair, you will immediately notify us in writing and, at our option you will, at your cost, within 30 days after such event, either: (a) replace the affected item with a comparable item acceptable to us, or (b) for each affected item of Equipment (calculated on the pro rata cost of the affected item(s) as compared to the total cost of all items on the Schedule), pay us the total of the Stipulated Loss Value for each such item of Equipment. Upon our receipt of such Stipulated Loss Value, we will then notify you of the applicable reduction of rent and transfer to you all our rights, title and interest in the affected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY RE COURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. Insurance proceeds will be applied toward repair, replacement or payment owing to us, as applicable.

9. INSURANCE. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee (with a lender's loss payable endorsement if required by us); and (b) maintain commercial general liability insurance, covering personal injury and property damage in amounts acceptable to us, naming us as additional insured. All insurance policies must be issued by insurance carriers acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. You hereby appoint us as your attorney-in-fact to make proof of loss and claims for insurance, to make adjustments with insurers and to receive payment of and execute or endorse all documents, checks or drafts in connection with payments made as a result of such insurance policies. Property insurance proceeds shall be payable to us irrespective of any breach of warranty or other of your acts or omissions and no insurance shall be subject to any co-insurance clause. Promptly upon our request you agree to deliver to us evidence of insurance reasonably satisfactory to us, including evidence of renewal and replacement coverage.

10. NET LEASE; UNCONDITIONAL OBLIGATION. Each Lease is a net lease. WE HAVE NOT SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF ANY LEASE. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND YOU HAVE NO RIGHT TO CANCEL ANY LEASE ONCE SIGNED, OR REDUCE OR SET-OFF AGAINST ANY PAYMENT FOR ANY REASON WHATSOEVER INCLUDING, WITHOUT LIMITATION, FAILURE, LOSS OR DAMAGE OF, OR TO, ANY EQUIPMENT. WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, OR EXPENSES OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE, INABILITY TO USE, OR MAINTENANCE OF ANY EQUIPMENT, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. If any Supplier fails to provide any service or fulfill any other obligation to you, you shall not make any claim against us and shall continue to fully perform your obligations to us under each Lease.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS. You hereby represent and warrant to us that, on the date hereof and on the date of execution of each Schedule, and you covenant that: (a) you have the authority to enter into, and perform all of your obligations under, each Lease, and all related documents (together, the "Documents"); (b) you have duly authorized, executed and delivered the Documents; (c) the Documents constitute valid, legal and binding agreements, enforceable in accordance with their terms; (d) no approval or consent is required from any governmental authority or other lender with respect to your entry into or performance of the Documents except such as have already been obtained and disclosed to us; (e) your execution and performance of the Documents will not: (i) violate any judgment, order, law or regulation applicable to you or any provision of your organizational documents or any other financing arrangement to which you are a party; or (ii) result in any breach of, constitute a default under, or result in the creation of any lien or other encumbrance upon any Equipment pursuant to, any agreement or instrument (other than in favor of us) to which you are a party; (f) there are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting you, which may have a material adverse effect on your ability to fulfill your obligations under the Documents; (g) the Equipment is and will remain tangible personal property; (h) your exact legal name is as set forth in the signature block on the first page of this Master Lease; (i) you are and will be at all times validly existing and in good standing under the laws of the State of your organization; (j) you are and will remain duly qualified to do business in each jurisdiction where Equipment is located and wherever necessary to conduct your business; (k) you are and will remain in compliance with all laws, rules and regulations applicable to the operation of your business, the Equipment and/or its use, and at your cost you shall make all modifications and improvements to the Equipment required by law; (l) you and each person who you control or own a controlling interest in, or who owns a controlling interest in or otherwise controls you (collectively, "Representatives") are and will remain in compliance with all laws, rules, regulations and orders concerning sanctions, embargoes, and the prevention and detection of corruption, bribery, money laundering and terrorism; and (m) neither you nor any of your Representatives does or will do business in, or is or will be located in a jurisdiction subject to any territorial or country-based sanctions program or listed on any sanctions-related list of designated persons maintained or enforced by the United States government or any other jurisdiction in which you or your Representatives are located or operate or which has authority over you or your Representatives.

12. DEFAULT. You will be in default under a Lease if: (a) you fail to make any payment under any Lease within 10 days of the due date; (b) you or any guarantor of your obligations under any Document ("Guarantor") breach any other obligation under any Document or guaranty and fail to correct such violation within 10 days following notice; (c) you or a Guarantor becomes insolvent, are liquidated or dissolved, stop doing business or assign your or such Guarantor's rights or property for the benefit of creditors, or a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (d) you or any Guarantor default under any other agreement now existing or hereafter entered into with us or any material agreement with any of our affiliates or any third party lender, lessor, or creditor; (e) any representation made or information provided by you or a Guarantor in connection with any Document or guaranty is or will be false or misleading in any material respect; (f) any Equipment is illegally used; (g) without our prior written consent, you or any Guarantor or any Person that directly or indirectly controls you or any Guarantor (1) experiences a change in control or material change in ownership (whether in one or multiple transactions), (2) transfers substantially all of your or such Guarantor's assets, (3) merges or consolidates with another Person, or (4) experiences a division or divisive merger; (h) if you are a sole proprietorship or a partnership, you, or any partner, as applicable, die or have a guardian appointed; (i) any individual Guarantor dies or has a guardian appointed; (j) you or any Guarantor suffers a material adverse change in your or their financial condition; or (k) you default under any software license or similar agreement financed by us or subject to our security interest. **Time is of the essence regarding performance of your Lease obligations.**

13. REMEDIES. If you default, we may, in our sole discretion, do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BENEFIT OF THE BARGAIN AND NOT AS A PENALTY, the Stipulated Loss Value, which amount shall be due upon demand; (b) declare any other agreements between you and us in default; (c) require you to return all of the Equipment at your cost to a place designated by us in the manner described in the applicable

Lease; (d) we or our agent may enter the property where the Equipment is located, with or without legal process, and repossess or disable the Equipment and you waive and will not make any claims against us for damages, for trespass or for any other reason, and upon recovery of the Equipment, we will not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of, any and all information residing on or within the Equipment; (e) lease or sell the Equipment or any portion thereof, and we may apply the proceeds as may be acceptable to us to the extent permitted by applicable law; (f) charge you interest on all amounts due to us from the due date until date of payment at the rate of 1.5% per month, but in no event more than the lawful maximum rate; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; and (h) cancel or terminate any Lease. These remedies are cumulative and nonexclusive of any other rights and remedies at law or in equity and may be exercised individually or concurrently. No failure or delay by us to exercise any right nor any course of dealing will operate as a waiver of any other right or remedy. To the extent permitted by applicable law, you hereby waive any rights now or hereafter conferred by statute or otherwise that may limit or modify any of our rights or remedies under any Lease, including any rights you may have which require us to sell any Equipment to mitigate damages or provide you with notices of default, intent to accelerate amounts becoming due or acceleration of such amounts.

14. REMOVAL OF DATA. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning or disposing of any Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to us or repossessed by us.

15. ASSIGNMENT. You may not assign, sell, transfer, encumber or dispose of any rights or obligations under the Lease or sub-lease the Equipment. We may, without notifying you, sell, assign or encumber any or all of our interest in any Lease and/or our interest in any Equipment. If we sell, assign or encumber a Lease, the buyer, assignee or secured party will have all of our rights under the Lease, but none of our obligations, unless expressly assumed by them. You will pay all Payments under any assigned Lease to the assignee if you receive written instructions from us to do so. You agree not to assert against any buyer, assignee or secured party, any claims, offsets or defenses you may have against us.

16. NOTICES. Notices must be in writing and will be deemed given 5 days after mailing first class or sent by recognized overnight courier to the recipient's address set forth above or at such other address as may be last known to the sender.

17. INFORMATION. We may receive from and disclose to any Person, including, without limiting any affiliate of ours, and any credit reporting agency whether or not related to us, for any purpose, information about your accounts, credit application and credit experience with us and you authorize any Person to release to us or any affiliate of ours on a "need to know" basis, any information related to your accounts, credit experience and account information. This shall be continuing authorization for all present and future disclosures of your account information, credit application and credit experience made by us, or any Person requested to release such information to us.

18. LIMITATIONS ON CHARGES. Any part of any Lease that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under the Lease to the maximum amount allowed under the legal limit. Any amount received by us in excess of that legally allowed will at our sole discretion be applied by us to the payment of amounts legally owed under the Lease or refunded to you.

19. EXECUTION AND TRANSMISSION OF DOCUMENTATION. We may, in our sole discretion, accept a photocopy, electronically transmitted, facsimile, or other reproduction (any a "Counterpart") of this Master Lease and any other Documents as the binding and effective record of such Documents whether or not a manually signed copy hereof or thereof is also received by us. Counterparts may, in our sole discretion, be executed manually or by electronic means by either party. No Document requiring our signature is binding on us until we sign it. When a Counterpart of a Document showing your signature is signed by us (manually or electronically), then the Counterpart bearing our signature, if executed by us manually, or the Counterpart electronically maintained by us, if executed by us electronically, shall constitute the sole original document for all purposes and shall constitute the authoritative record of such Document for the purposes of establishing the provisions of such Document and to the extent that such Document constitutes chattel paper as that term is defined in the UCC, perfection of a security interest by possession or control may only be accomplished by possession or control of such Counterpart. You agree not to raise as a defense to the enforcement of any Document that it was executed by electronic means by either party or transmitted to us by facsimile or other electronic means.

20. SURVIVAL. Your representations, warranties, indemnification obligations, and your obligations to pay or reimburse us for any taxes or any other amounts due by you with respect to a Lease, as such representations, warranties, and obligations are set forth in this Master Lease and any Lease, shall survive the expiration, cancellation or termination of this Master Lease and any Lease.

21. JURY TRIAL WAIVER; APPLICABLE LAW, VENUE. ALL PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO ANY EQUIPMENT, THIS MASTER LEASE, ANY LEASE, ANY OTHER DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. THIS MASTER LEASE AND EACH OTHER DOCUMENT WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF IOWA, AND ANY LEGAL ACTION OR PROCEEDING MAY BE BROUGHT IN THE FEDERAL OR STATE COURTS OF IOWA. YOU AGREE THAT IN NO EVENT SHALL YOU HAVE A REMEDY OF, AND IN NO EVENT SHALL WE BE LIABLE TO YOU FOR, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE OR EXEMPLARY DAMAGES, AND YOU HEREBY EXPRESSLY WAIVE ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES.

22. MISCELLANEOUS. If a court finds any provision of the Lease to be unenforceable, all other terms will remain in effect and enforceable. You authorize us to insert or correct missing or incorrect information on the Lease, including your proper legal name, serial numbers and any other information describing the Equipment. You have no right to terminate or prepay any Lease or any Payments. If you so request, and we permit, the early termination or prepayment of a Lease, you agree to pay a fee determined by us for such privilege. YOU HEREBY ACKNOWLEDGE AND CONFIRM THAT YOU HAVE NOT RECEIVED ANY LEGAL, TAX, FINANCIAL OR ACCOUNTING ADVICE FROM US OR ANY SUPPLIER. You shall furnish us with current financial statements, any other financial information and/or information regarding your business and its owners and affiliates as we may reasonably request from time to time. You agree to promptly execute and deliver to us such further documents, and take such further action as we may request, in order to carry out more effectively the intent and purpose of this Master Agreement and any Schedule and/or comply with laws or regulations applicable to us, you, the Equipment and/or the Lease. You acknowledge that we may incur out-of-pocket costs and expenses in connection with the transactions contemplated by each Lease, and accordingly agree upon our request to pay (or reimburse us for) the reasonable costs and expenses related to (a) filing any financing, continuation or termination statements; (b) any title and lien searches with respect to a Lease and the Equipment; (c) documentary stamp taxes relating to a Lease; and (d) procuring your and any Guarantor's certified charter documents and good standing certificates. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge for any check that is returned by the bank for any reason (not to exceed the maximum amount permitted by law). You will notify us in advance of any proposed change in your legal name, your address, your type of legal entity or your state of incorporation or formation. Credit of your payments toward the amounts you owe on your Leases will not occur until final payment has cleared through your bank and may also be delayed if payment is not received at the correct payment address. You shall remit payments in the form of direct debit, wire transfers, or your company's checks. You agree that the fees and other amounts payable by you under this Master Lease and any Lease may include a profit to us. ANY AGREEMENT REACHED BY THE PARTIES ON THE SUBJECT MATTER HEREOF ARE CONTAINED IN THE MASTER LEASE AND THE APPLICABLE SCHEDULE, WHICH INCORPORATE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, EXCEPT AS THE PARTIES MAY LATER AGREE TO MODIFY IN A WRITING SIGNED BY US. ORAL AGREEMENTS OR COMMITMENTS TO MODIFY SUCH DOCUMENTS, OR TO FORBEAR FROM ENFORCING REPAYMENT OF THE SAME, ARE NOT ENFORCEABLE.

Equipment Schedule

Power Lease

Equipment Schedule Number **450-0187842-000** dated as of **December 9, 2025** to
Master Agreement Number **450-0187842** dated as of **December 9, 2025**

Name and Address of Lessee:

OLATHE, CITY OF DBA CITY OF OLATHE
100 W SANTA FE ST STE 1500
OLATHE, KS 66061-3272

"Master Agreement" means that certain master agreement between you and us which has been assigned an account number corresponding to the Master Agreement Number referenced above. **"Schedule"** means this Equipment Schedule. **"Lessee"** means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as **"you"** and **"your."** Each entity that signs below as Lessee agrees that its liability in connection with this Schedule is joint and several. The terms and conditions of the Master Agreement are incorporated into this Schedule, and together, this Schedule and the Master Agreement as it relates to this Schedule, constitute a lease (**"Lease"**) between us and you for the Equipment described in this Schedule, provided however, that if the Lessor named above is not the lessor named in the Master Agreement, then, for purposes of the Lease evidenced by this Schedule, all references to the **"lessor"**, **"we"** or **"us"** in said Master Agreement shall be deemed to refer to the Lessor named above. **"Payment"** shall mean any **"Payment"** or **"Lease Payment"** as such term is defined in the applicable Master Agreement, and shall be in the amount set forth in Section B herein. Capitalized terms used but not defined herein shall have the meanings given to them in the Master Agreement.

A. EQUIPMENT. Pursuant to the terms of the Lease, we agree to acquire and lease to you the Equipment listed below:

Qty	Make	Model	Year	Equipment Type	Serial/Vin Number	Annual Operating Hours/Miles
1	Bobcat	T76	2025	New Compact Track Loaders - R Series	B4CE38762	1,250
1	Bobcat	T76	2025	New Compact Track Loaders - R Series	B4CE38930	1,250
1	Bobcat	T76	2025	New Compact Track Loaders - R Series	B4CE38969	1,250

Equipment Location: 100 W SANTA FE ST STE 1500, OLATHE, KS 66061-3272

Supplier of Equipment (Name): BERRY COMPANIES INC, 1450 SE US HWY 40, BLUE SPRINGS, MO 64014-3403

THE PARTIES INTEND THIS LEASE TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

B. FINANCIAL TERMS

1. Term (No. of Months): 36 2. Payment: \$4,095.93 (plus applicable taxes)* 3. Frequency of Payment: Monthly (in Arrears) 4. Administrative Fee: \$0.00 (to be billed on your first invoice) 5. Lessee Purchase Order # (for invoicing purposes only):	6. Purchase Option Price at end of Term (plus taxes): \$127,549.91 7. Approval Expiration Date: March 8, 2026
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*In states assessing upfront sales tax and use tax, if you choose to include such tax amount as part of the Lease, your Payment, starting with the first invoice, will be adjusted to reflect such tax as a component of the total amount funded by us under this Lease. In other states, the applicable sales tax and use tax is charged on a periodic basis, and will be included on your invoice. **If you are exempt from paying sales and use tax you shall provide to us a valid exemption certificate prior to the Commencement Date.**

C. APPROVAL EXPIRATION DATE. If the Commencement Date does not take place on or before the Approval Expiration Date set forth above, we may either terminate the Schedule, in which case you will pay us all amounts we have paid on account of any Equipment, or extend the Approval Expiration Date, provided that in consideration of any such extension, we reserve the right to adjust the lease rate factor and your Payments to maintain our after tax economic yield and cash flow. However, no such modifications will be binding on you unless and until you execute the modified Schedule (or other document containing all such modifications).

D. PURCHASE OPTION. Provided no default exists hereunder, upon not less than 90 days nor more than 180 days, prior written notice to us, at Lease expiration you will either (1) return all, but not less than all, of the Equipment; or (2) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY RE COURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for cash equal to the Purchase Option Price, plus applicable sales and use and other taxes.

E. HOLDOVER RENT. If you do not purchase the Equipment at the end of the Term, extend the Term, or fully comply with the Lease return conditions, this Lease WILL CONTINUE ON A MONTH-TO-MONTH BASIS NOTWITHSTANDING ANY EXPIRATION, CANCELLATION OR TERMINATION OF THE TERM OF THIS LEASE and you will pay us the same Payments and other Lease charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (plus applicable taxes) and the Payments shall be for the leasing of the Equipment and not be applied to the applicable purchase price. We may terminate such continued leasehold interest upon 30 days' notice to you.

F. ANNUAL OPERATING HOURS/MILES. You acknowledge that the Payment has been calculated on the assumption that each unit of Equipment will be operated annually during the Term for the number of Annual Operating Hours/Miles listed above and that the condition of the Equipment upon return to us shall comply with such assumption. In the event that you do not exercise the Purchase Option described herein, should it be determined that the actual number of operating hours/miles for any unit of Equipment (the **"Total Operating Hours/Miles"**) exceeds the applicable **"Total Permitted Operating Hours/Miles"** (to be computed by dividing the Annual Operating Hours/Miles for such unit of Equipment by twelve and then multiplying such quotient by the number of months in the Term), you may, at our option, be required to pay upon demand for each such unit of Equipment, in addition to any other amounts due under this Lease: (i) the Excess Usage Charge; plus (ii) any and all repair costs which are deemed necessary by us, in our sole reasonable discretion, which are related to such excess usage; plus (iii) any applicable taxes. The **"Excess Usage Charge"** shall be calculated by us by subtracting the Total Permitted Operating Hours/Miles from the Total Operating Hours/Miles (rounded down to the nearest hour/mile) and multiplying such difference by the Excess

THIS SCHEDULE INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

THIS SCHEDULE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL EXECUTED BY US.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

Lessor: **BERRY COMPANIES, INC.**

Lessee: **OLATHE, CITY OF DBA CITY OF OLATHE**

Signature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title

Usage Hourly/Mileage Charge. The "Excess Usage Hourly/Mileage Charge" is an amount equal to the monthly Payment attributable to each unit of Equipment (or if the Payments during the Term are not equal, the average monthly Payment) multiplied by 12 and then divided by the Annual Operating Hours/Miles. In addition to the notice requirements otherwise provided in the Lease, you agree to promptly notify us of any malfunction of (as the case may be) the hobbs or hour/mileage meter.

G. PROPERTY TAX ADMINISTRATION; EQUIPMENT TRACKING. UNLESS THE EQUIPMENT IS TITLED, WE WILL FILE ALL PERSONAL PROPERTY TAX RETURNS COVERING THE EQUIPMENT AND WILL PAY THE PERSONAL PROPERTY TAXES LEVIED OR ASSESSED THEREON AND YOU WILL, PROMPTLY UPON DEMAND, PAY TO US, AS SUPPLEMENTAL RENT, AN AMOUNT EQUAL TO THE PROPERTY TAXES PAID BY US. IF THE EQUIPMENT IS TITLED, YOU AGREE TO FILE ALL PERSONAL PROPERTY TAX RETURNS ON THE APPLICABLE EQUIPMENT AND PROMPTLY PAY ALL PROPERTY TAXES WHICH MAY BE ASSESSED AGAINST SUCH EQUIPMENT, AND IF WE REQUEST, PROMPTLY PROVIDE US WITH PROOF OF SUCH PAYMENT. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a tax administrative fee equal to \$12 per unit of Equipment (not to exceed 10 units of Equipment) per year during the Term, not to exceed the maximum permitted by applicable law. You acknowledge and agree that the Equipment may contain GPS tracking capabilities and consent to our use of such GPS tracking, and all information gathered therefrom, to locate the Equipment at any time while this Lease is in effect. You further authorize the manufacturer of the Equipment to share any GPS tracking information (including without limitation geolocation information) with us upon our request.

H. RETURN OF EQUIPMENT. If (1) a default occurs and we terminate the Lease, (2) you do not purchase the Equipment at the end of the Term, (3) you do not extend the Term, or (4) the Lease otherwise terminates, at your cost you will promptly (i) place the Equipment in good order and condition (except for ordinary wear and tear from normal use), (ii) cause the Equipment to be disassembled, deinstalled, inspected, tested and crated in accordance with the manufacturer's recommendations and any and all local, state and federal regulatory requirements then in effect, and (iii) immediately return the Equipment, freight and insurance prepaid, at your risk to any location and aboard any carrier we may designate in the continental United States. Any such Equipment will be accompanied by all accessories originally included with the Equipment, qualifies (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and includes the latest software release provided by the manufacturer or Supplier to you. You will continue to remit Payments until the first day of the month which follows the date the Equipment is received by us in the condition required by this Lease. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with the Lease and any Return Conditions described below or for damages incurred in shipping and handling.

Construction/Compact Construction

In addition to the above provisions, you shall, at your expense, comply with the following return requirements. (a) At least 90 days and no more than 180 days prior to expiration or termination of the Lease: (i) ensure that the Equipment has been maintained, starts under its own power and is operating within manufacturer's specifications; and (ii) cause a manufacturer's representative or other qualified maintenance provider, acceptable to us, to perform a physical inspection and test of all the components and capabilities of the Equipment to ensure the Equipment conforms to the return provisions outlined herein. The results of the testing and appraisal, with necessary reconditioning, documenting that the Equipment meets the return conditions required herein are to be provided to us in a "Return Inspection Report" in form acceptable to us no later than 30 days prior to the return of the Equipment. In addition, if requested, you must make the Equipment available to us or our designee during regular working hours for a walk-around appraisal/inspection. If during such inspection the Equipment is found not to be in compliance with the above or any of the material or workmanship is found to be defective beyond ordinary wear and tear or the Equipment is not operating within manufacturer's specifications, then you shall make all necessary replacements and proper repairs at your expense, utilizing only original manufacturer approved parts and using generally accepted procedures to cause the Equipment to conform to the condition required herein. After corrective measures are completed, you will provide for a follow-up inspection of the Equipment by the manufacturer's representative or other qualified maintenance provider as outlined in the preceding clause. (b) (i) **General Condition:** You will maintain the Equipment in a condition and manner suggested by the original manufacturer as required to validate any warranty, normal wear and tear expected. The equipment will be in a condition whereby it can immediately be put into revenue service at its original designated function and capacity. With respect to each unit, no glass shall be broken, chipped or cracked, no upholstery shall have any cut, tear or burn, there shall be no unrepairable damage to exterior or interior materials (including but not limited to, cabs, lights, GPS and other accessories) that exceeds \$250 and all decals, numbers, customer identification, glue and adhesives shall have been removed in a workmanlike manner, and so as to not detract from the overall paint and appearance of the Equipment. All usage meters must be free of damage and accurately reflect the actual number of hours on each item of Equipment. Frame and structural members including but not limited to loader arms, stick, booms, buckets, dump bodies, frame rails, overhead guards, load backrests, sheet metal and all ground engaging tools and all attachments will be structurally sound, without breaks, bends, cracks or missing teeth. Cooling, heating and lubrication systems shall not be contaminated and there shall be no leaking between systems. No battery shall have any dead cells, cracked case or be inoperative. All units must be able to move through normal speed ranges in both forward and reverse with no slipping or grabbing, steer normally right and left in both forward and reverse gears. All units returned will be cleaned and cosmetically acceptable, with all rust and corrosion properly removed and/or treated. All material (i.e. dirt, refuse, asphalt, gravel, etc.) must be properly removed from the Equipment and disposed of in accordance with all applicable federal, state and local laws and regulations. No electrical safety feature may be bypassed or disconnected. All internal fluids such as lube oil and hydraulic fluids are to be filled at operating levels and all filler caps are to be secured. (ii)

Tires/Wheels/Tracks: All tires shall be of the same original size, type and manufacturer (or similar quality manufacturer if the original manufacturer no longer produces tires of that type) as upon delivery to you. The tires shall have no missing or damaged parts or gouges. All tires shall have a minimum of 50% remaining wear. Tires will not be re-treads. (iii) **Mechanical Drive Train:** If so equipped, the transmission/hydrostatic drive systems (including but not limited to differentials and final drives), will be in good condition and operate quietly without vibrations or leaks. (iv) **Electric Drive Train:** If so equipped, the electric drive system (including but not limited to alternators, generators, control systems and motorized wheels), shall have at least 50% time/wear remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals. (v)

Undercarriage: If so equipped, the undercarriage (including sprockets, links, idlers, bogies, carrier and track rollers, pins and bushings and track shoes/pads) shall have at least 50% time/wear remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals. (vi) **Engine:** The engine must have been maintained in accordance with manufacturer's recommendations, including overhauling the engine as required. At the time of redelivery, the engine must have at least 50% time remaining before the next overhaul or replacement as recommended by the manufacturer and/or published in standard maintenance manuals. Determination of satisfaction of these specifications shall be made by subjecting the engine to standard industry testing to include (but not limited to) testing of the crankcase, manifold pressure, oil analysis, blowby tests and visual inspection of all external componentry, linkages, ducting, connections, harnesses belts and hoses. All tests shall be performed by a manufacturer authorized service center. (vii) **Brakes:** The brakes shall have at least 50% time remaining before the next overhaul or replacement as recommended by the manufacturer and/or published in standard maintenance manuals. No drums or other braking components shall be damaged or cracked or warped and each unit must stop safely with its service brake in both forward and reverse gears. (viii) **Conveyors:** If so equipped, all conveyors shall be straight within original manufacturer's specifications and tolerances. All belts and or drag chain assemblies shall be operable and shall have a minimum 50% wear life remaining. (ix) **Screeds:** If so equipped, all screeds shall be fully operable including but not limited to heating systems, vibration systems and screed plates. Power assist systems shall be fully operational. Automatic grade and slope devices shall be operable. (x) **Booms/Mast:** If so equipped, all booms/masts shall be straight and true within original manufacturer's specifications and tolerances. All standard rigging including sheaves, pendants, fairleads necessary for industry standard lift crane and boom trucks shall be returned with each unit. (xi) **Hydraulic Equipment:** All hydraulic pumps, cylinders and hoses must be fully operational with no leaks and capable of holding 80% of its rated system pressures with drift rates within manufacturer's specifications. (xii) **Cutter Drums:** If so equipped, cutter drums shall be fully operational with a minimum of 50% wear life remaining on the drum shell, end rings, flighting, tooth holders, and cutting teeth. The planetary drive shall be fully operational and without leakage or vibration. (xiii) **Cutter Chains:** If so equipped, cutter chains shall be fully operational with a minimum of 50% wear life remaining on the chain, tooth holders, and cutting teeth. (xiv) **Cooling System:** The radiator and cooling system will be free of leaks, punctures or holes, and be able to maintain unit in normal operating temperature range as specified by the original manufacturer. The electrical system will be in good operating condition with wiring free of cuts, breaks or cracks, and batteries being able to maintain a charge in accordance with the original manufacturer's specifications. (c) Each unit shall meet and conform to all applicable federal, state, and local health and safety laws and requirements, and, if applicable, have appropriate ANSI inspection certificates, permits and other certification necessary to operate the Equipment. Without limiting the foregoing, you shall maintain and provide to us written records of preventative maintenance and repairs, indicating date, and (hobbs) hour meter readings to show when such maintenance or repair work was performed. (d) YOU SHALL BE RESPONSIBLE TO RETURN THE EQUIPMENT FREE FROM CONTAMINATION OF ANY HAZARDOUS SUBSTANCE AND SHALL BE SOLELY RESPONSIBLE FOR ANY EXPENSES AND COSTS ASSOCIATED WITH THE CLEAN-UP THEREOF. FOR PURPOSES OF THIS LEASE, THE TERM "HAZARDOUS SUBSTANCE" SHALL MEAN AND INCLUDE ANY HAZARDOUS SUBSTANCE, HAZARDOUS WASTE, CONTAMINANT, TOXIC SUBSTANCE, AND/OR DANGEROUS GOODS WHICH IS/ARE REGULATED UNDER ANY ENVIRONMENTAL, HEALTH AND/OR SAFETY LAW, REGULATION, GUIDELINE, POLICY AND/OR BY-LAW, OR WHICH MAY FORM THE BASIS OF LIABILITY UNDER ANY SUCH LAW,

REGULATION, GUIDELINE, POLICY AND/OR BY-LAW OR COMMON OR CIVIL LAW AND SHALL INCLUDE, WITHOUT LIMITATION, ASBESTOS, POLYCHLORINATED BIPHENYLS, UREA FORMALDEHYDE, AND/OR FLAMMABLE, EXPLOSIVE AND RADIOACTIVE SUBSTANCES.

I. TAX BENEFIT AND TAX INDEMNIFICATION. You agree that this Lease has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or the Lease. This indemnity continues beyond the expiration or other cancellation or termination of this Lease.

ALL TERMS AND CONDITIONS ON THIS SCHEDULE ARE BINDING UPON THE PARTIES HERETO. To the extent of any conflict or inconsistency between this Schedule and the Master Agreement, this Schedule will prevail, but only with respect to the Lease created hereunder. This Schedule is not binding or effective with respect to the Master Agreement or Equipment until executed on behalf of us and you by authorized representatives.

State and Local Government Addendum

Agreement Number **450-0187842-000** dated as of **December 9, 2025**

Name and Address of Customer:

OLATHE, CITY OF DBA CITY OF OLATHE
100 W SANTA FE ST STE 1500
OLATHE, KS 66061-3272

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and BERRY COMPANIES, INC. ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

A. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

B. GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

C. LIMITATIONS. The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

D. CHOICE OF GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.

E. KANSAS STATUTES. (a) If Customer is a school district, Customer represents and warrants that the Agreement is entered into under authority of K.S.A. § 72-1149. Further, Customer's Board of Education, by resolution approved by a majority of members of the Board of Education, has elected to omit the mandatory contract provisions prescribed by the Kansas Department of Administration in form DA-146(a), as amended, from the Agreement, and such provisions are hereby so omitted; provided however, that this election does not authorize the omission from the Agreement of the provisions of Kansas Statutes Annotated Section 72-1146 (related to indemnification and hold harmless provisions) or Section 72-1147 (applicable law shall be Kansas law and applicable courts shall be Kansas courts), as amended.

(b) If Customer is a municipality under K.S.A. § 10-1101 and is not a school district, Customer is obligated only to make periodic payments or monthly installments under the Agreement as may be lawfully made from funds budgeted and appropriated for that purpose during Customer's current budget year, or funds made available from any lawfully operated revenue producing source. Customer hereby represents and warrants that the Agreement has been approved by a majority vote of all members of Customer's governing body, and acknowledges and agrees that:

- (i) The amount or capital cost required to purchase the Equipment if paid for by cash is \$240,660.21;
- (ii) The annual average effective interest cost is 4.52%; and
- (iii) The amount included in the payments for service, maintenance, insurance, or other charges, exclusive of the capital cost and interest cost is \$0.00.

F. CURRENT YEAR BUDGET. Notwithstanding anything in this Agreement to the contrary, Customer is obligated only to make periodic payments or monthly installments under this Agreement as may be lawfully made from (a) funds budgeted and appropriated for that purpose during Customer's current budget year, or (b) funds made available from any lawfully operated revenue producing source.

G. NO GRANT OF SECURITY INTEREST. If Customer is a school district, then notwithstanding any provision in the Agreement to the contrary, any provision of the Agreement that provides, or requires that Customer (a) grant Company a security interest in the Equipment, and/or (b) authorizes Company to file the Agreement as a financing statement, file a financing statement in respect of the Agreement, or repossess the Equipment, is hereby deleted in its entirety.

H. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum

IN WITNESS WHEREOF, Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: **BERRY COMPANIES, INC.**

Customer: **OLATHE, CITY OF DBA CITY OF OLATHE**

Signature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title

as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

Delivery and Acceptance Certificate

Account Number **450-0187842-000** dated as of **December 9, 2025**

Name and Address of Customer:

OLATHE, CITY OF DBA CITY OF OLATHE
100 W SANTA FE ST STE 1500
OLATHE, KS 66061-3272

The Account Number referenced above corresponds to the applicable schedule entered into under a master lease or loan agreement or an individual lease or loan agreement, as the case may be (the "**Transaction**"). "**Equipment**" means the equipment and other property as described in the Transaction. **BERRY COMPANIES, INC.** and its successors and assigns is the lessor or lender under the Transaction, and is also referred to as "**we**", "**us**" and "**our**". "**Customer**" means the above referenced entity or sole proprietorship and is the lessee or borrower under the Transaction and is also referred to as "**you**" and "**your**". Capitalized terms used but not defined herein shall have the meanings given to them in the Transaction. You hereby authorize us to insert or update the date set forth below with the best information we have available.

Pursuant to the provisions of the Transaction identified above, as of the date set forth below you, hereby certify and warrant to us that: (a) all Equipment has been delivered and installed (if applicable) on the date set forth below; (b) you have inspected the Equipment, and all such testing as you deem necessary has been performed by you or the vendor/supplier or the manufacturer of the Equipment; and (c) you irrevocably accept the Equipment for all purposes of the Transaction.

You further certify that as of the date hereof: (i) you are not in default under the Transaction; and (ii) the representations and warranties made by you pursuant to or under the Transaction are true and correct.

You hereby direct us to pay the vendor/supplier of the Equipment and agree that an electronically transmitted copy of this document containing your signature may be treated as an original for all purposes.

Customer: **OLATHE, CITY OF DBA CITY OF OLATHE**

Signature of authorized signer

Print Name and Title

Date*

*Date upon which the Equipment was delivered, installed, and accepted by Customer.

Notice of Assignment

Wells Fargo Vendor Financial Services, LLC
401 West Las Colinas Blvd. | Bldg. A, 4th Floor | Irving, TX 75039-5400

Account Number **450-0187842-000** dated as of **December 9, 2025**

Name and Address of Customer:

OLATHE, CITY OF DBA CITY OF OLATHE
100 W SANTA FE ST STE 1500
OLATHE, KS 66061-3272

Please be advised that **BERRY COMPANIES, INC.** ("Assignor") as of the commencement date of the above referenced account (the "Transaction") sells to **Wells Fargo Vendor Financial Services, LLC** ("WFVFS") all of its right, title and interest in and to: (i) the Transaction; (ii) all rights and remedies under the Transaction; (iii) the equipment subject to the Transaction; and, (iv) all payments and other amounts due and to become due under the Transaction, but none of its obligations under the Transaction or related documents. All terms and conditions of the Transaction will remain in full force and effect.

All correspondence and questions regarding maintenance and performance of the equipment should be directed to Assignor. You are obligated to pay all rent and other payments due and to become due under the Transaction to WFVFS at the remit to address on your invoice. All correspondence and questions in regard to your payments should be directed to Customer Service at PO Box 3072, Cedar Rapids, IA 52406-3072; phone 888-652-2279.

Insurance Form

Wells Fargo Vendor Financial Services, LLC
401 Las Colinas Blvd. W | Bldg. A, 4th Floor | Irving, TX 75039-5400



Account Number **450-0187842-000** dated as of **December 9, 2025**

Name and Address of Customer:

OLATHE, CITY OF DBA CITY OF OLATHE
100 W SANTA FE ST STE 1500
OLATHE, KS 66061-3272

THIS FORM MUST BE COMPLETED BY THE CUSTOMER

DIRECTIONS: PLEASE COMPLETE THE FOLLOWING AND RETURN WITH YOUR SIGNED TRANSACTION DOCUMENTS. Send a completed copy of this form to your Insurance Provider.

1. PROPERTY INSURANCE CARRIER INFORMATION.

Name of Insurance Agency: Arthur J Gallagher Risk Management Services	Name of Agent: Jessika Downing
Mailing Address of Agency: 4622 Pennsylvania Ave, Suite 920, Kansas City, MO 64112	Phone Number of Agency: 816-421-7788
Email Address of Agency: Jessika_Downing@ajg.com	Policy Number: 6728055

2. LIABILITY INSURANCE CARRIER INFORMATION.

Name of Insurance Agency: Arthur J Gallagher Risk Management Services	Name of Agent: Jessika Downing
Mailing Address of Agency: 4622 Pennsylvania Ave, Suite 920, Kansas City, MO 64112	Phone Number of Agency: 816-421-7788
Email Address of Agency: Jessika_Downing@ajg.com	Policy Number: 8225001579788

Attach insurance form, if available.

IMPORTANT: Under the terms and conditions of your transaction, you are required to carry adequate insurance coverage on the leased/financed equipment. Make sure that your agent understands that you are financing or leasing the equipment and that your policy conforms with the following:

- Property or physical damage coverage for the replacement value of the equipment.
WELLS FARGO VENDOR FINANCIAL SERVICES, LLC, its successors and assigns, must be named as Loss Payee. Maximum Deductible: \$25,000.00
- General Liability Coverage: Amounts of \$1,000,000.00 per Individual Occurrence/Combined Single Liability Limit for Property Damage and Bodily Injury.
WELLS FARGO VENDOR FINANCIAL SERVICES, LLC, its successors and assigns, to be listed as additional insured. "Claims-Made Policies" are NOT acceptable.
- Insurance coverage to be applicable to all Equipment leased or financed by **WELLS FARGO VENDOR FINANCIAL SERVICES, LLC** and all accessories, accessions, replacements, additions, substitutions, add-ons and upgrades thereto, and any proceeds therefrom.

Insurance Inquires should be made to Customer Care at **866-940-3303**

Please send an ACORD FORM 25, an ACORD FORM 27 or ACORD FORM 28 (as applicable) evidencing adequate insurance coverage to:

WELLS FARGO VENDOR FINANCIAL SERVICES, LLC
MAC: D1118-029
Attention: Insurance Processing
PO Box 563800
Charlotte, NC 28256
Fax: 888-810-4101
Email : BobcatDocumentationQueue@wellsfargo.com

By completing and returning this form to WELLS FARGO VENDOR FINANCIAL SERVICES, LLC ("Lessor/Lender"), you authorize Lessor/Lender to contact the insurance agencies identified above and further authorize the agencies to issue insurance certificates complying with the above requirements to Lessor/Lender.

Required Information Form

Wells Fargo Vendor Financial Services, LLC
401 Las Colinas Blvd. W | Bldg. A, 4th Floor | Irving, TX 75039-5400



Account Number **450-0187842-000** dated as of **December 9, 2025**

DIRECTIONS: Complete the following information and return it with your signed documents. Please be sure to fill in all items; mark "N/A" as appropriate.

Customer Name: OLATHE, CITY OF DBA CITY OF OLATHE

Federal Tax ID Number: XXXXX4756

Purchase Order Number (if required on invoice): N/A **Expiration Date:** _____

Billing Address: **100 W SANTA FE ST STE 1500, OLATHE, KS 66061-3272**

Accounts Payable Contact (Required): Erin Sease

Email Address: APOLathe@OlatheKS.org **Phone Number (Required):** (913) 971-8610

The Billing Address stated above is correct.

OR

Change the Billing Address to:

Street _____ City _____

State: _____ Zip Code: _____

Equipment Contact (to verify Equipment delivery and acceptance): Chad Courtois

Email Address: CCourtois@olatheks.org **Phone Number (Required):** (913) 971-6012

Equipment Location: **100 W SANTA FE ST STE 1500, OLATHE, KS 66061-3272**

The Equipment Location stated above is correct. Indicate County the equipment is located in: _____

OR

Change the Equipment Location to:

Street 400 E Harold St. City Olathe

State KS Zip Code 66051 County Johnson

(If multiple locations, attach a list of equipment/VINs by City, State and County indicating where each piece of equipment or vehicle is located)

Tax Status: Sales/Use Tax (check one)

If you are tax exempt, we must have a copy of your exemption certificate prior to funding. Please forward a copy along with the return of the signed lease documents. If you are exempt and an exemption is not received, we are required to pay any required upfront sales tax (and you will reimburse us) or include tax on your monthly lease payment. Please indicate your tax status below:

Subject to Sales and Use Tax (Tax will be based on the state where the equipment is located.)

OR

Exempt from Sales and Use Tax for the following reason: Municipality (Certificate must be provided.)

If you are exempt from sales and use tax, you MUST provide an exemption certificate or you will automatically be charged sales and use tax.

To ensure timely processing of each payment invoice PLEASE MAKE YOUR PURCHASE ORDERS OUT TO WELLS FARGO VENDOR FINANCIAL SERVICES, LLC. Your invoice will be mailed approximately 30 days in advance of your payment due date.

Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.

Online Account Management

Wells Fargo Vendor Financial Services, LLC
401 Las Colinas Blvd. W | Bldg. A, 4th Floor | Irving, TX 75039-5400



The MyAccounts website offers comprehensive services that help your business build and maintain a successful company. Enjoy the benefits of electronic billing, 24/7 on-demand access to customer account information, electronic payment options, and more.

Highlights:

- View current and historical invoices throughout the life of the transaction
- Submit or schedule online payments and set up recurring payments
- Sign up for paperless invoicing
- View payment histories and invoice summaries
- Register for payment application notifications
- View and modify equipment details
- Request a W9 or billing address changes
- Create reports relevant to your business
- Ask questions and chat directly with the Customer Care team

How to register:

To register for MyAccounts, follow these quick steps:

1. Visit [MyAccounts Website](https://www.myaccounts.sec.wellsfargo.com/) (<https://www.myaccounts.sec.wellsfargo.com/>) and click on "Register Now".
2. You'll need an existing user's email address, your contract number and invoice number/serial number/vehicle identification number, found on your invoice. If you don't have access to an existing user's email address, please contact customer care at the number listed at the bottom of the page.
3. Follow the prompts to include your contact information and select a User ID.
4. A validation code will be sent to you. Input the validation code into the prompt.
5. Lastly, you will select a password. Once your password has been selected, you can continue to the home page.

Existing customers can call the number below to complete pre-registration by phone.

Talk with us today to learn more.

888-422-6485

[MyAccounts Website](https://www.myaccounts.sec.wellsfargo.com/) (<https://www.myaccounts.sec.wellsfargo.com/>)