

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B-No Work Order)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: **Kairos Power, SP Expansion Ph. 3**
Project Number: **CPN 775584**

THIS AGREEMENT is made upon the date of the latest signature below, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and Kairos Power LLC ("Developer"), a Delaware limited liability company, whose email address is info@kairospower.com, whose address is 5201 Hawking Drive SE, Albuquerque, New Mexico 87106 and whose telephone number is (510) 808-5265.

1. Recital. The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as Tract D-1-A Mesa Del Sol Innovation Park II (Being a replat of Tract D-1 & D-3 Mesa Del Sol Innovation Park II) Cont. 28.4377AC recorded on March 21, 2023, attached, pages 1 through 2, in Book 2023C, page 0019 as Document No. 2023016778 in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property"). The Developer certifies that it is the leasehold owner of the Developer's Property, pursuant to that certain Amended and Restated Lease Agreement dated December 1, 2024 and recorded on December 6, 2024 as Document No. 2024087442 in the records of the Bernalillo County Clerk, State of New Mexico, in relation to an Industrial Revenue Bond transaction.

The Developer has submitted and the City has approved a preliminary plat or Site Plan identified as Kairos Power Facility SP Expansion Ph. 3 ("Developer's Property").

As a result of the development of the Developer's Property, the Integrated Development Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Developer's Property, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the final plat, building permit or the Site Plan.

2. Improvements and Construction Deadline. The Developer agrees to install and complete the public and/or private improvements described in the approved Infrastructure List ("Improvements"), to the satisfaction of the City, on or before the Construction Completion Deadline as shown in paragraph 6 at no cost to the City. Although the Improvements are required, they are below the threshold level to be governed by the Work Order process. Permits are to be obtained from the Municipal Development Department Construction Services Division for work in the City Right-of-Way.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be



no later than one year after approval of the preliminary plat by the City's Development Hearing Officer ("DHO"), unless the DHO grants an extension, not to exceed one additional year per extension, and the Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority. Pursuant to the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Bernalillo County Water Utility Authority ("ABCWUA") dated March 21, 2007, the City is authorized to act on behalf of the ABCWUA with respect to improvements that involve water and sewer infrastructure.

4. The Developer agrees to comply with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pay the staking fees, testing fees, and other related City fees required for work in the City ROW.

5. Surveying, Inspection and Testing. The City recommends that all improvements be inspected, surveyed and tested by a registered engineer or surveyor in accordance with all applicable laws, ordinances, and regulations. The City retains the right to request additional testing which the City Engineer deems is necessary or advisable, and the Developer shall pay the cost for the additional testing.

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Developer's Property, a financial guaranty is not required. If final plat approval is requested, the Developer must provide the City with a financial guaranty in an amount of not less than 125% of the estimated cost of constructing the Improvements, as approved by the City Engineer. The financial guaranty must be irrevocable and may be in the form of a letter of credit, escrow deposit, or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Construction Completion Deadline.

To meet the City's I.D.O. requirements, the Developer has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: Lien on Developer's Personal Property

Amount: \$441,812.03

Name of Financial Institution or Surety providing Guaranty: Not applicable

Date City first able to call Guaranty (Construction Completion Deadline): September 23, 2027

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call

Guaranty is: Not applicable

Additional information: None

7. Completion, Acceptance and Termination. When the City receives the Developer's

notice of completion, the City shall conduct a site visit to verify completeness and compliance with City standards and specifications (See DPM Chapter 2). If the completed infrastructure is acceptable, the City shall issue a Certificate of Completion and Acceptance for the Public Improvements and a Certificate of Completion for the Private Improvements. Thereafter, the Developer's obligations to the City pursuant to this Agreement shall terminate, and the City will promptly release this Agreement and the Financial Guaranty.

8. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon, or in which, the public Improvements are constructed, the Developer will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat.

9. Reduction of Financial Guaranty Upon Partial Completion. The Developer shall be entitled to a reduction of the Financial Guaranty as a result of completing construction of part of the Improvements if the following conditions are met:

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Developer must follow the procedures and meet the requirements detailed in the DPM, Chapter 2.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guaranty other than a loan reserve letter has been provided, the completed Improvements must be free-standing, functionally independent of any Improvements which have not yet been completed, and completed in substantial compliance with the approved construction plans, as determined by City on-site inspection in order to qualify for a Financial Guaranty reduction. If the Improvements which have been completed meet all City requirements, the City Engineer will estimate the cost of completing the remaining Improvements. Thereafter, the Developer must submit the following documents to the City for review and approval:

(1) A revised Financial Guaranty in an amount of not less than 125% of the cost of completing the remaining Improvements, as estimated by the City;

(2) A bond or other instrument acceptable to the City, which guarantees the completed Improvements against defective materials and workmanship for the period required by the I.D.O.

(3) Conveyance of real and personal property rights which meet the requirements of section 8 of this Agreement.

After the City receives and approves the required documents, the City shall issue a Partial Certificate of Completion and Acceptance for the completed public Improvements and a Certificate of Partial Completion for the completed private Improvements.

10. Indemnification. Until the Improvements are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Developer, its agents, representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

11. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Developer and the express written concurrence of any financial institution or surety which has undertaken to guarantee the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

12. Release. If the Developer's Property or any part thereof is sold, conveyed or assigned, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has entered into an Infrastructure Improvement Agreement with the City. Thereafter, if the Developer's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.

13. Payment for Incomplete Improvements. If the Developer fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, the City may construct or cause the Improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Developer shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Developer's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Developer shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty.

14. Binding on Developer's Property. The provisions of this Agreement constitute covenants running with Developer's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Developer and the Owner and their heirs, successors and assigns.

15. Notice. For purposes of giving formal written notice, including notice of change of address, the Developer's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six (6) days after the notice is mailed if there is

CITY OF ALBUQUERQUE

By: 
Shahab Biazar, P.E., City Engineer

DS
KV

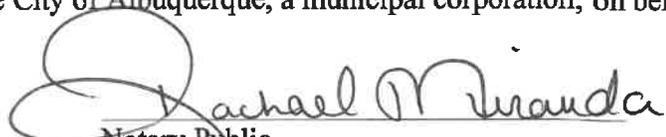
Initial


Agreement is effective as of (Date): 10/16/25

CITY'S NOTARY

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 16th day of October, 2025,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.


Notary Public

STATE OF NEW MEXICO
NOTARY PUBLIC
Rachael Miranda
Commission No. 1119740
November 09, 2025

My Commission Expires: 11-9-2025



FINANCIAL GUARANTY AMOUNT

August 14, 2025

Type of Estimate: I.I.A. Procedure B with FG -- Non Work Order

Project Description:

Project ID #: 775584 Kairos Power, SP Expansion Ph. 3
PR-2020-004448

Requested By: Michael Hafer

Approved Estimate Amount: \$ 274,910.81

Contingency Amount: 10.00% \$ 27,491.08

Subtotal: \$ 302,401.89

PO Box 1293

NMGRT: 7.625% \$ 23,058.14

Subtotal: \$ 325,460.04

Albuquerque

Engineering Fee: 6.60% \$ 21,480.36

New Mexico 87103

Testing Fee: 2.00% \$ 6,509.20

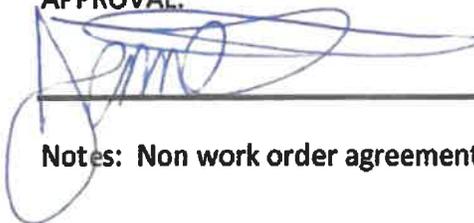
Subtotal: \$ 353,449.60

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 441,812.03

APPROVAL:



Notes: Non work order agreement. ABCWUA scope.

DATE:

Aug. 14, 2025

2024 City Engineer's Estimated Unit Prices escalated by 6%
for 2025 costs

Item #	Short Description	Description	Qty	Unit	2025 Cost (6% esc)	Total
4.01	STAKING	Construction Staking, Complete		%	\$ 1.52	\$ 1,200.00
4.02	SURVEY	Construction Surveying, compl.		%	\$ 0.78	\$ 2,000.00
6.05	MOB	Construction Mobilization, compl.		%	\$ 4.52	\$ 20,000.00
6.06	DEMOB	Construction Demobilization, compl.		%	\$ 0.32	\$ 5,000.00
201.01	SITE CLEAR & GRUB	Site Clearing and Grubbing, compl.	1.28	AC	\$ 2,672.61	\$ 3,411.32
201.06	EROSION CONTROL	Erosion Control, incl. all plant, labor, equip., & materials, excl. silt fence, cip.		%	\$ 0.30	\$ 5,000.00
Item #	Short Description	Description		Unit	2025 Cost (6% esc)	Total
	SECTION 300					
340.05	C & G, STD, PCC	Curb & Gutter, Standard, Portland Cement Concrete, incl. subgrade preparation, cip. SD 2415	16	LF	\$ 33.08	\$ 529.32
343.08	CURB & GUT, pcc, R&D	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	16	LF	\$ 10.83	\$ 173.33
343.111	RES PVMT,R&R,WO/M,W SUB	Residential Pavement, Existing, Remove & Replace, Incl. 2" extra asphalt thickness, w/o machine laydown, & with imported subbase or lime stabilized material, any thickness, cip.	17.8	SY	\$ 41.04	\$ 729.66
343.14	SAW AC PVMT, <6"	Sawcut AC Pavement, 6" thickness or less, compl.	48	LF	\$ 7.56	\$ 362.77
Item #	Short Description	Description		Unit	2025 Cost (6% esc)	Total
	SECTION 400					
Item #	Short Description	Description		Unit	2025 Cost (6% esc)	Total
	SECTION 500					
Item #	Short Description	Description		Unit	2025 Cost (6% esc)	Total
	SECTION 600					
Item #	Short Description	Description		Unit	2025 Cost (6% esc)	Total
	SECTION 700					
Item #	Short Description	Description		Unit	2025 Cost (6% esc)	Total
	SECTION 800					
801.003	8" WL PIPE, w/o FIT	8" Waterline Pipe excl. fittings, (std. spec. sec. 801), incl. trace wire, trench & Compacted backfill to 6' depth, cip.	15	LF	\$ 65.80	\$ 987.07
801.005	12" WL PIPE, w/o FIT	12" Waterline Pipe excl. fittings, (std. spec. sec. 801), incl. trace wire, trench & Compacted backfill to 6' depth, cip.	2800	LF	\$ 68.75	\$ 192,504.48
801.058	PRESS CONN, w/FIT, WL	Pressurized Waterline Connection, all sizes, incl. fittings, compl. SD 2301	2	EA	\$ 2,182.73	\$ 4,365.46
801.084	12" GATE VLV	12" Gate valve, cip. SD 2333	5	EA	\$ 6,020.09	\$ 30,100.45
801.105	VLV BOX A	Valve Box, SD 2326	5	EA	\$ 956.61	\$ 4,783.04
Item #	Short Description	Description		Unit	2025 Cost (6% esc)	Total
	SECTION 900					
Item #	Short Description	Description		Unit	2025 Cost (6% esc)	Total

1011.01	SECTION 1000								
	SEEDING A	Seeding, Class "A", native, cip	1.28 AC			\$	3,878.05	\$	4,963.91
Total Estimate							\$		274,910.81

Estimate approved as basis of financial guaranty, CPN 775584 -- August 14, 2025

James Wheeler

INFRASTRUCTURE LIST

(Rev. 2-16-18)
EXHIBIT "A"

Date Site Plan Approved: _____
Date Preliminary Plat Approved: _____
Date Preliminary Plat Expires: _____
DFT Project No.: PR-2020-004448
DRB Application No.: _____

**TO SUBDIVISION IMPROVEMENTS AGREEMENT
DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST**

Kairos Power SP Expansion Ph. 3

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

Tract D-1-A Mesa Del Sol Innovation Park II (Being a replat of Tract D-1 & D-3 Mesa Del Sol Innovation Park II)

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

Financially Guaranteed	Constructed Under	DRC #	DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
									Private Inspector	P.E.	City Cnst Engineer
<input type="checkbox"/>	<input type="checkbox"/>			12"	Public water line connecting the 12" main in Hawking Drive to the 8" main in the Tract D Entrance Road.	Within the ABCWUA public water line easement on Kairos Power Property	Hawking Drive (northeastern corner of Kairos Power property)	Tract D Entrance Road (southwestern corner of Kairos Power property)	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>								/	/	/
<input type="checkbox"/>	<input type="checkbox"/>								/	/	/
<input type="checkbox"/>	<input type="checkbox"/>								/	/	/
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<input type="checkbox"/>	<input type="checkbox"/>								/	/	/
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<input type="checkbox"/>	<input type="checkbox"/>								/	/	/
<input type="checkbox"/>	<input type="checkbox"/>								/	/	/

The items listed below are on the CCIP and approved for Impact Fee credits. Signatures from the Impact Fee Administrator and the City User Department is required prior to DRB approval of this listing. The items listed below are subject to the standard SIA requirements.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Private Inspector	City Crst Engineer
							/	/
							/	/
							/	/
							/	/

NOTES

If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA, Street lights per City requirements.

1 Kairos Power is engaged in ongoing dialogue with the Albuquerque Bernalillo County Water Utility Authority regarding the above improvements. Kairos Power reserves the right to seek modification or deletion of the above improvements, and corresponding return of the financial guaranty, should it be determined that any of the above improvements lack a nexus to the public interest, are a disproportionate burden on Kairos Power, or the ultimate responsibility of a third party.

AGENT / OWNER	DEVELOPMENT REVIEW BOARD MEMBER APPROVALS
Michael Lauffer NAME (print) Chief Executive Officer, Kairos Power LLC FIRM Signed By: <i>Michael Lauffer</i> FIRM SIGNATURE - date 9/12/2025	<i>Ray Adams</i> Planning - date 09/23/2025 <i>Wally Pitt</i> PARKS & RECREATION - date 09/16/2025 <i>Shirley</i> AMAFCA - date 09/16/2025 <i>Robert</i> CODE ENFORCEMENT - date 09/16/2025 <i>Robert</i> HYDROLOGY - date 09/16/2025

DESIGN REVIEW COMMITTEE REVISIONS			
REVISION	DATE	DRC CHAIR	AGENT / OWNER

Bernalillo County, NM
415 Silver Ave. SW, 2nd Floor
P.O. Box 542
Albuquerque, NM 87102

Receipt: 1649129

Product	Name	Extended
AGRE	Agreement	\$25.00
	# Pages	13
	Document #	2025084174
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
Check# 804403
Paid By JP MORGAN CHASE

Thank You!

10/16/25, 11:07 AM MST rzelada

CONTRACT CONTROL FORM

PROJECT: 775584 **CONTACT PERSON:** David Jones

CCN: 2026-AGR-123283

(New/Existing) New

Type of Paperwork IIA B No Work Order

Project Name/Description (From CTS): Kairos Power, SP Expansion Ph. 3

Developer/Owner/Vendor Kairos Power, LLC

Contract Amount \$441,812.03 Contract Period: 10/16/25 - 9/23/2027

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager	<u>KV</u> <small>Initial</small>	<u>10/9/2025 9:35 AM MDT</u>
Legal Department	<u>GS</u>	<u>10/9/2025 9:52 AM MDT</u>
City Engineer	<u>AB</u>	<u>10/16/25</u>
Hydrology Engineer	_____	_____
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

DISTRUBUTION:

_____ Date: _____ By: _____

Received by City clerk _____