ELECTRICAL SUBCONTRACT AGREEMENT

META PROJECT DOMINO - LEBANON, INDIANA DATA CENTER CAMPUS

Owner / Employer: Meta Platforms, Inc.
Main Contractor: Turner Construction Company
Electrical Subcontractor: Diamond Electrical
KANSAS

Project Location:
KANSAS

Authorized Representative:

Andrew Walter

Telephone: +1 316-237-2258

Contract Duration: One (1) Year and Seven (7) Months

Commencement Date: 24 May 2025
Scheduled Completion Date: 26 November 2026
Contract Code: META-PJD/LE92IN3DCC

Contract Value: US$6,300,000.00
Six Million Three Hundred Thousand
United States Dollars Only

1. PARTIES

This Electrical Subcontract Agreement (**Agreement**) is entered into on **24 May 2025** by and between:
MAIN CONTRACTOR
Turner Construction Company, hereinafter referred to as the "**Main Contractor**";
and
ELECTRICAL SUBCONTRACTOR
Diamond Electrical, represented by **Andrew**, hereinafter referred to as the "**Subcontractor** ".
The Project Owner/Employer is:
Meta Platforms, Inc., hereinafter referred to as the "**Owner**".
The Main Contractor has engaged the Subcontractor to perform the electrical Works described in this Agreement in connection with the Meta Project Domino Data Center Campus.

2. CONTRACT AWARD

The Main Contractor hereby awards **Diamond Electrical**, represented by **Andrew** , the subcontract for the wiring, installation, testing, commissioning, repair and maintenance of electrical systems and components within the designated scope of the Project.
The Subcontractor accepts the award and agrees to perform the Works in accordance with this Agreement and the applicable Contract Documents.
The public project information confirms that Turner has been selected by Meta as one of the contractors for the Lebanon campus. Meta describes the campus as approximately four million square feet and designed for approximately 1 GW of capacity.

3. SCOPE OF WORK

The Subcontractor shall provide the labor, supervision, management, technical expertise, tools, equipment and other resources necessary to execute its assigned electrical scope.
The Works shall include, but shall not be limited to:

3.1 Electrical Installation

1. Electrical wiring and installation;
2. Electrical distribution systems;
3. Electrical panels and distribution boards;
4. Electrical feeders and circuits;
5. Lighting systems and controls;
6. Power outlets and electrical connection points;
7. Electrical containment systems;
8. Conduits and cable management systems;
9. Grounding and bonding systems;
10. Electrical protection systems;
11. Transformer installation and connections where included in the approved scope;
12. HVAC electrical connections;
13. Electrical equipment connections;
14. Electrical control systems; and
15. Other electrical installation works reasonably required within the Subcontractor's designated scope.

3.2 Testing

The Subcontractor shall perform all testing applicable to its Works, including:

- Continuity testing;
- Insulation resistance testing;
- Grounding and bonding testing;
- Circuit testing;
- Equipment testing;
- Functional testing;
- Electrical protection testing; and
- Other testing required by the approved project specifications.

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3.3 Commissioning

The Subcontractor shall participate in commissioning activities for electrical systems within its scope and shall provide all relevant commissioning records and documentation.

3.4 Repair and Maintenance

The Subcontractor shall provide repair and maintenance services for electrical systems and components falling within its approved scope.

4. PROJECT REQUIREMENTS

Because this is a mission-critical data center project, the Subcontractor shall comply with all applicable Project requirements relating to:

- Site safety;
- Electrical safety;
- Quality control;
- Inspection and testing;
- Commissioning;
- Security;
- Site access;
- Workforce identification;
- Material control;
- Documentation;
- Environmental requirements;
- Scheduling;
- Coordination with other trades; and
- Protection of critical infrastructure.

5. CONTRACT DOCUMENTS AND FLOW-DOWN REQUIREMENTS

The Contract Documents shall include:

1. This Agreement;
2. Written Notice to Proceed;
3. Approved drawings;
4. Approved specifications;
5. Approved shop drawings;
6. Project schedule;
7. Approved method statements;
8. Inspection and Test Plans;
9. Health and Safety requirements;
10. Quality Assurance/Quality Control requirements;
11. Approved material submittals;
12. Written change orders;
13. Site rules and security requirements;
14. Applicable portions of the Main Contract incorporated into this Subcontract; and
15. Other documents expressly incorporated by written reference.

Flow-Down Provision

The Subcontractor shall be bound by those provisions of the Main Contract between the Owner and Main Contractor that:

a. relate specifically to the Subcontractor's scope;
b. are expressly incorporated into this Agreement; and
c. have been provided or made available to the Subcontractor.

No undisclosed term of the Main Contract shall impose an obligation on the Subcontractor unless that obligation has been incorporated into this Agreement or otherwise provided to the Subcontractor in writing.

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6. CONTRACT PRICE

The total Subcontract Price is:
US$6,300,000.00
Six Million Three Hundred Thousand United States Dollars Only.
The Contract Price covers the Works described in this Agreement, subject to approved variations, change orders and other contractual adjustments.

7. PAYMENT STRUCTURE

The parties agree to a **milestone/progress payment structure** based on the eight-week construction period.
Payment Schedule

Milestone	Percentage	Gross Amount
Mobilization / Contract Execution	10%	**$630,000**
4 Month - Initial Installation Progress	10%	**$630,000**
4 Month - Midpoint Progress	10%	**$630,000**
4 Month - Advanced Installation / Testing	20%	**$1,260,000**
5 Month - Substantial Completion & Commissioning	20%	**$1,260,000**
Final Completion / Close-Out	30%	**$1,890,000**
TOTAL	**100%**	**$6,300,000**

7.1 Mobilization Payment

The 10% mobilization payment of **US$630,000** shall become due following:

- Execution of this Agreement;
- Submission of required insurance certificates;
- Submission of required project documentation;
- Submission of workforce/mobilization information;
- Confirmation of Notice to Proceed; and
- Submission of a valid invoice.

7.2 Progress Payments

Progress payment applications shall be submitted at the applicable milestone and supported by:

- Progress report;
- Schedule of values;
- Quantity/progress measurement;
- Inspection records;
- Testing documentation;
- Approved timesheets where applicable;
- Delivery records;
- Updated schedule;
- Applicable lien waivers/releases; and
- Other reasonable project documentation.

7.3 Payment Period

Approved and undisputed payment applications shall be paid within **fifteen (15) calendar days** after approval.
The parties may instead adopt the payment procedure required by the applicable Main Contract if that procedure is incorporated into this Subcontract in writing.
Turner publicly states that its standard subcontractor processes involve invoice review and approval, and it also operates an optional accelerated-payment program under which eligible trade contractors can receive payment within five business days under that program's terms. That public program does **not** automatically become a term of this Agreement unless separately elected and documented.

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8. RETAINAGE

A **five percent (5%) retainage** shall apply to progress payments unless prohibited or modified by the applicable Project Contract Documents.
Retainage shall be released following:

1. Substantial Completion;
2. Completion of the Subcontractor's Works;
3. Completion of punch-list items;
4. Submission of final testing and commissioning records;
5. Submission of required warranties;
6. Submission of final close-out documentation; and
7. Receipt/approval of required final lien waivers and releases.

The retainage shall not be withheld indefinitely solely because final completion of unrelated work by another contractor remains outstanding.

9. FINAL PAYMENT

Final payment shall become due upon satisfactory completion of the Subcontractor's scope and submission of all required close-out documentation.
Final close-out documents shall include, where applicable:

- As-built drawings;
- Testing certificates;
- Commissioning records;
- Equipment documentation;
- Warranty information;
- Inspection records;
- Punch-list completion records;
- Final lien waiver/release;
- Operations and maintenance documentation; and
- Other documents reasonably required for the Subcontractor's scope.

10. CHANGE ORDERS

Any change to the Works affecting price, schedule or scope shall be documented by written Change Order or written authorization.
Change Orders may include:

- Additional electrical installation;
- Additional labor;
- Additional equipment;
- Additional materials;
- Design changes;
- Rework arising from approved design changes;
- Schedule acceleration;
- Additional testing or commissioning; and
- Other changes outside the original scope.

No material additional work shall be performed for additional compensation without written authorization, except emergency work required to protect life, property or the Project.

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Date:
DIAMOND ELECTRICAL LLC

11. SCHEDULE

The Contract Duration shall be **One (1) Year and Seven (7) Months,** commencing **24 May 2025** and scheduled for completion on **26 November 2026**
The Subcontractor shall provide sufficient manpower and resources to meet the approved Project schedule.
Where delay is caused by:

- Main Contractor-directed changes;
- Owner-directed changes;
- Delayed access;
- Delayed information or approvals;
- Other contractor interference;
- Force majeure; or
- Other causes not attributable to the Subcontractor,

the Subcontractor shall be entitled to an appropriate extension of time and, where contractually justified, an equitable adjustment to the Contract Price.

12. INSURANCE

The Subcontractor shall maintain insurance appropriate for the Works and as required by applicable law and the incorporated Project requirements.
Unless a higher limit is expressly required in the actual Turner subcontract package, the following minimum limits shall apply:
Commercial General Liability
US$2,000,000 per occurrence
US$4,000,000 general aggregate
Automobile Liability
US$1,000,000 combined single limit
Covering owned, hired and non-owned vehicles used in connection with the Project.
Workers' Compensation
Statutory limits applicable in the jurisdictions in which the Subcontractor's employees perform work.
Employer's Liability
Minimum:
US$1,000,000 each accident
US$1,000,000 each employee – disease
US$1,000,000 policy limit – disease
Umbrella / Excess Liability
Minimum:
US$5,000,000 per occurrence and aggregate
Professional Liability
Where the Subcontractor performs design, engineering or professional services:
US$2,000,000 per claim
Pollution Liability
Where the Subcontractor's scope creates an applicable pollution exposure:
US$1,000,000 per claim/occurrence
The Main Contractor and Owner shall be named as additional insureds where required by the applicable Project Contract Documents.
Insurance shall be primary and non-contributory where contractually required.

13. BONDS

If required by the Main Contract or written direction from the Main Contractor, the Subcontractor shall provide:

- Performance Bond; and
- Payment Bond

in amounts and forms reasonably required for the Project.
Any bond requirement shall be identified in writing before the cost is charged to the Subcontractor.

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DIAMOND ELECTRICAL LLC

14. SAFETY

The Subcontractor shall comply with all Project safety requirements and applicable federal, state and local laws.
The Subcontractor shall implement appropriate:

- Lockout/tagout procedures;
- Electrical safety procedures;
- Personal protective equipment requirements;
- Job hazard analyses;
- Daily safety meetings;
- Incident reporting;
- Training requirements; and
- Site-specific safety procedures.

15. QUALITY ASSURANCE

The Subcontractor shall perform all Works in a professional and workmanlike manner consistent with applicable industry standards and Project specifications.
The Main Contractor shall have the right to inspect the Works.
Defective work attributable to the Subcontractor shall be corrected at the Subcontractor's expense.

16. WARRANTY

The Subcontractor warrants that its Work shall be performed in accordance with the Contract Documents and applicable industry standards.
Unless a longer warranty is required by an incorporated Project document, the Subcontractor shall provide a **one-year workmanship warranty** commencing upon Substantial Completion of its scope.
Manufacturer warranties shall be passed through to the Main Contractor and Owner to the extent available.

17. INDEMNIFICATION

To the extent permitted by applicable law, the Subcontractor shall indemnify and hold harmless the Main Contractor and Owner from third-party claims, damages and expenses to the extent arising from the Subcontractor's negligent acts, omissions, breach of contract or violation of applicable law.
Nothing in this clause shall require the Subcontractor to indemnify another party for that party's own negligence or willful misconduct where prohibited by applicable law.

18. TERMINATION

The Main Contractor may terminate this Agreement for material breach if the Subcontractor fails to cure the breach within **fifteen (15) days** after written notice, or such shorter period as may reasonably be required for an emergency safety matter.
The Main Contractor may also terminate for convenience upon **fourteen (14) days' written notice**.
In the event of termination for convenience, the Subcontractor shall be paid for:

- Work properly completed;
- Approved materials properly ordered or delivered;
- Reasonable demobilization costs; and
- Other amounts expressly payable under the Agreement.

19. SUSPENSION FOR NON-PAYMENT

If an undisputed payment remains unpaid beyond the contractual payment period, the Subcontractor shall provide written notice to the Main Contractor.
If the payment remains unpaid for **ten (10) additional calendar days** after such notice, the Subcontractor may suspend affected Works to the extent permitted by applicable law and the Project Contract Documents.
The Subcontractor shall be entitled to appropriate schedule relief resulting from an authorized suspension.

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20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the **laws of the State of Kansas,** without regard to conflict-of-law principles.
The parties agree that disputes arising directly from this Subcontract shall be subject to the jurisdiction of the state and federal courts located in Kansas, or the applicable federal district having jurisdiction over Kansas
Before commencing formal litigation, the parties shall first attempt in good faith to resolve the dispute through senior-management negotiation.
If the dispute cannot be resolved within **fifteen (15) calendar days** following written notice of dispute, either party may pursue the remedies available under applicable law and this Agreement.

21. FORCE MAJEURE

Neither party shall be liable for delays caused by events beyond its reasonable control, including:

- Natural disasters;
- Government action;
- Severe weather;
- Acts of war;
- Civil disturbances;
- Strikes not caused by the affected party;
- Epidemics or pandemics;
- Material supply disruptions; or
- Other events that could not reasonably have been prevented.

The affected party shall provide prompt written notice.

22. PROJECT SECURITY AND CONFIDENTIALITY

Because the Project involves critical digital infrastructure, the Subcontractor shall comply with applicable Project security requirements.
The Subcontractor shall not:

- Photograph restricted areas without authorization;
- Disclose security information;
- Publish confidential Project information;
- Distribute drawings to unauthorized persons; or
- Permit unauthorized personnel to access the Project.

23. ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other party, except where permitted by the applicable Main Contract or where assignment is made to an affiliated entity as permitted by law.

24. ENTIRE AGREEMENT

This Agreement, together with its incorporated Contract Documents, constitutes the entire agreement between the Main Contractor and Subcontractor concerning the Subcontract Works.
Any amendment must be made in writing and signed by authorized representatives of the parties.

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Date:
DIAMOND ELECTRICAL LLC

25. CONTRACT PARTICULARS

ITEM	CONTRACT DETAIL
Project	Meta Project Domino – Kansas Data Center Campus
Location	Kansas USA
Owner	Meta Platforms, Inc.
Main Contractor	Turner Construction Company
Electrical Subcontractor	Diamond Electrical
Subcontractor Representative	Andrew Walter
Telephone	+1 316-237-2258
Address	1831 S Eisenhower Ct, Wichita, KS 67209, United States
Contract Code	META-PJD/LE92IN3DCC
Contract Date	24 May 2025
Commencement Date	24 May 2025
Contract Duration	1 Year and 7 Months
Scheduled Completion	26 November 2026
Contract Value	US$6,300,000.00
Retainage	5%
Payment Period	15 calendar days after approval
CGL	$2M occurrence / $4M aggregate
Auto Liability	$1M CSL
Employer's Liability	$1M
Umbrella/Excess	$5M
Professional Liability	$2M where applicable
Governing Law	State of Kansas
Venue	Kansas / applicable federal court

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TRANSACTION CODE: JVOPR/TTO/AGCF/VOL.1/0014

26. SIGNATURES

DATED: 24 SEPTEMBER 2026
MAIN CONTRACTOR
TURNER CONSTRUCTION COMPANY
Authorized Representative: **Ben Kaplan** Managing Director, Advanced Technology Group
Signature: _____
Date: **24 May 2025**

ELECTRICAL SUBCONTRACTOR
DIAMOND ELECTRICAL
Authorized Representative: **Andrew Walter**
Telephone: +1 316-237-2258
Address: 1831 S Eisenhower Ct, Wichita, KS 67209, United States
Signature: _____
Date: **24 May 2025**

OWNER / EMPLOYER
META PLATFORMS, INC.
Authorized Representative: **Rachel Peterson** Vice President, Data Centers.
Signature: _____
Date: **24 May 2025**

SIGNATURE ACKNOWLEDGEMENT

By signing this Agreement, the parties acknowledge that they have reviewed and accepted the terms and conditions applicable to their respective obligations.

TURNER CONSTRUCTION COMPANY
Name: **Ben Kaplan** Title: **Managing Director, Advanced Technology Group**
Signature: _____
Date: **24 May 2025**
DIAMOND ELECTRICAL
Name: **Andrew Walter** Title: **Authorized Representative**
Signature: _____
Date: **24 May 2025**
META PLATFORMS, INC.
Name: **Rachel Peterson** Title: **Vice President, Data Centers**
Signature: _____
Date: **24 May 2025**

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