

OKLAHOMA COUNTY CRIMINAL JUSTICE AUTHORITY

ENERGY SERVICES AGREEMENT

This ENERGY SERVICES AGREEMENT (this “**Agreement**”) is effective as of July 1, 2025, (the “**Effective Date**”), by and between VICINITY ENERGY OKLAHOMA CITY, LLC a Delaware limited liability company having an address at 3 Santa Fe Plz, Oklahoma City, OK 73102 (“**Vicinity**”) and OKLAHOMA COUNTY CRIMINAL JUSTICE AUTHORITY, with a principal address of 201 N. Shartel Ave., Oklahoma City, Oklahoma, 73102 (“**Customer**”). Vicinity and Customer each a “**Party**” and together, the “**Parties**.”

WHEREAS, Vicinity owns, operates and maintains a district energy system in the City of Oklahoma City, Oklahoma (the “**System**”); and

WHEREAS, as part of the System, Vicinity provides heating service and chilling service (the “**Service**”) to various customers;

NOW, THEREFORE, Vicinity and Customer agree as follows:

1. **SERVICES.** Vicinity agrees to supply, and Customer agrees to accept, Customer’s total requirements of the services identified in Exhibit A (“**Service**”) to Customer’s location at 201 N. Shartel Ave., Oklahoma City (the “**Premises**”). Exhibit A further details (a) Premises, (b) the maximum quantity of Service capacity per hour to be delivered (the “**Contract Capacity**”) for each building or process, and (c) the technical specifications for Service (“**Service Specifications**”). Throughout the Term, Customer shall purchase all of its current and future Service Requirements for the Premises exclusively from Vicinity so long as Vicinity is able to deliver sufficient Service to meet the Customer’s requirements.
2. **SERVICE RATES.** Customer shall pay for Service at the rates detailed in Exhibit B (the “**Service Charges**”).
3. **TERM OF AGREEMENT.** The initial term (the “**Initial Term**”) of this Agreement shall be for a period beginning on the Effective Date and ending on the tenth-year anniversary of the Effective Date. This Agreement shall automatically renew at the end of the Initial Term for an additional term of equal length (“**Additional Term**”, together with the Initial Term, the “**Term**”), unless either Party provides to the other Party written notice of its intent not to renew no later than ninety 90 days prior to the end of the Initial Term. Customer may terminate the agreement on the fifth (5th) anniversary of the Effective Date by providing written notice to Vicinity no later than the fourth (4th) anniversary of the Effective Date. Notwithstanding the foregoing, Customer’s payment obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available and are subject to and contingent upon the continuing availability of those funds for the purposes hereof (such condition, the “**Appropriation Contingency**”). Customer shall give Vicinity reasonably prior written notice of any potential or actual issues regarding fund appropriation or fund availability. Customer may terminate this Agreement upon ninety (90) days’ written notice, if Customer

does not appropriate funding sufficient to pay for Services.

Notwithstanding any other provision of this Agreement, (i) Customer presently intends to continue the Agreement for its entire Term and to pay all payments relating hereto and shall do all things lawfully within its power to obtain and maintain funds from which payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Customer's budget will include in the budget request for each fiscal year during the Term, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year, sufficient to pay for Service for the upcoming year. The Parties acknowledge that appropriation for fees is a governmental function which Customer cannot contractually commit itself in advance to perform and the Agreement does not constitute such a commitment. Customer reasonably believes that moneys in an amount sufficient to make all payments can and will lawfully be appropriated and made available to permit Customer's continued utilization of the Services in the performance of its essential functions during the Term.

4. BILLING AND PAYMENT TERMS.

A. Billing and Payments. Vicinity shall bill Customer monthly. Payment shall be due and payable no later than the end of the month following the Service, but in no event shall the due date be sooner than thirty (30) days after presentation of the bill. An administrative late charge of two percent (2.0%) per month on outstanding balances shall be charged for any late payment, unless waived in writing by Vicinity, to be automatically assessed and added to the Customer's next bill. In the event of a good faith dispute as to the proper amount due, Customer shall pay all undisputed amounts and provide written notice of such dispute to The Parties will negotiate expeditiously to resolve any such dispute. Customer shall reimburse Vicinity for reasonable costs incurred in the collection of past due accounts.

B. Taxes. There shall be added to the monthly bill, as separate items, a surcharge equal to the proportionate part of any fee or tax applicable to Service imposed on Vicinity by taxing authorities (other than income taxes).

C. Intentionally Deleted.

5. LIMITATION OF LIABILITY. Vicinity shall not be liable to the Customer, its employees, affiliates, agents, visitors, tenants, or any third parties as applicable for any act or omission by Vicinity relating to this Agreement, unless such act or omission is solely the result of Vicinity's gross negligence or willful misconduct. Vicinity shall not be liable for any injury or damage resulting in any way from the use of any Service by Customer or by third parties. Neither by inspection or non-rejection, nor by giving approval or consents, nor in any other way, does Vicinity give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures or equipment owned, leased, installed or maintained by Customer or assume any obligation as to the design, operation or maintenance of Customer's facilities. If Service is used for ventilation or space heating or cooling, Vicinity shall have no responsibility for temperature comfort levels within the Premises. Customer shall promptly notify Vicinity of any concerns about the quantity or quality of Service received. Further, to the fullest extent permitted by law and notwithstanding any other provision of this Agreement, Vicinity's liability for performance or non-performance of any obligation arising under the Agreement (whether arising under breach of contract, tort, strict liability, or any other theory of law or equity) shall not exceed an amount equal to six (6) times the Customer's average monthly payment under this Agreement, cumulatively for

the Term of the Agreement, provided that the foregoing limitation shall not apply to any losses resulting from the gross negligence or willful misconduct of Vicinity. In no event shall Vicinity be liable to Customer for any claims not asserted within two (2) years of the initial event resulting in such claim.

EXCEPT TO THE EXTENT CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IT IS SPECIFICALLY AGREED AND UNDERSTOOD THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER (INCLUDING LOST PROFITS AND OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR ANYTHING DONE IN CONNECTION HEREWITH. This Section shall apply even if Vicinity or Customer has knowledge of such indirect, special, punitive, exemplary, incidental or consequential loss or damage and whether such loss or damage is based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty, or otherwise. Nothing in this provision shall limit Vicinity's right to payment as provided in this Agreement.

6. DEFAULTS

A. Vicinity Default. Any one of the following events shall constitute a "**Vicinity Default**": (1) Vicinity fails to supply Service meeting the Service Specifications to the Premises (from the System or by any alternate service, including but not limited to portable boilers, chillers or generators) for a continuous period of five (5) days; or (2) Vicinity fails to comply with any other material provision of this Agreement and fails to cure or remedy that default within thirty (30) days after written notice and demand by Customer to cure the same or such longer period reasonably required to cure, provided that Vicinity diligently acts until such failure is fully cured.

B. Customer Default. Any one of the following events shall constitute a "**Customer Default**": (1) Customer shall fail to pay any bill for Service rendered or other charges incurred under this Agreement for a period of ten (10) days after the date due under Section 4 of this Agreement; or (2) Customer shall fail to comply with any other material provision of this Agreement and shall fail to cure that default within thirty (30) days after written notice and demand by Vicinity to cure the same or such longer period reasonably required to cure, provided that Customer diligently acts until such failure is fully cured.

7. **DISCONTINUANCE OF SERVICE**. Except as provided in this Section, or as a result of an Uncontrollable Force (defined below), Vicinity will endeavor at all times to provide a regular and uninterrupted supply of Service on a twenty-four (24) hour a day basis in accordance with this Agreement. Vicinity may temporarily curtail or discontinue the supply of Service (i) with notice, to maintain, repair or replace Vicinity Equipment (as defined in Section 9) ("**Scheduled Outage**"); or (ii) without notice if (a) Customer's installation, property or equipment is dangerous or defective, (b) in an emergency, or to comply with a notice from a governmental authority or to otherwise address an occurrence requiring immediate action; or (c) upon a Customer Default. Vicinity will exercise commercially reasonable efforts to coordinate Scheduled Outages to minimize the impact on Customer operations. In the event of discontinuance due to a Customer Default or an act or omission by Customer, Service shall not be recommenced until and unless Customer has (i) corrected any dangerous or defective condition in its installation, property or equipment and/or cured the Customer Default; and (ii) paid all

amounts due for Services supplied prior to discontinuance, Capacity Charges if due during such discontinuance, plus a reasonable amount to cover Vicinity's cost of disconnection and reconnection. Vicinity shall not be deemed to be in default or breach of this Agreement should the supply of Service be interrupted, discontinued, or fail for any purpose set forth in this Section 7. In addition to any and all other rights and remedies available at law or in equity, Vicinity shall have the right, but not the obligation, to discontinue Energy Service to Customer without notice on the occurrence of a Customer Event of Default. In that event, if Vicinity elects to continue Energy Service, such continuance shall not be deemed a waiver of the Customer Event of Default.

8. **TERMINATION.** This Agreement may be terminated by written notice to the other Party: (i) by Customer, on the occurrence of a Vicinity Default, or (ii) by Vicinity, on the occurrence of a Customer Default. Within thirty (30) days of a termination for a Customer Default, Customer shall pay to Vicinity (1) any amounts outstanding for Service rendered up to and including the date of termination; (2) an amount equal to the Capacity Charge times the number of months remaining in the Initial Term; or Additional Term as applicable, and (3) the unamortized balance of any other incentives provided by Vicinity (collectively, the "**Termination Fee**"). Customer acknowledges that the Termination Fee is not a penalty but represents damage due to Vicinity for reserving the Contract Capacity for Customer's use throughout the length of the Term of this Agreement.

Upon termination or expiration of this Agreement, Vicinity shall have the right to either: (a) abandon in place all or part of any of the Vicinity's equipment or other property at the Premises, provided that no abandoned property unreasonably interferes with Customer operations, and to cap the Service line(s) terminating at Customer's Premises at Customer's expense, and/or (b) remove all or part of its equipment and property from the Premises, at Customer's reasonable expense in case of a termination due to a Customer Default, or at Vicinity's expense in the event of a Vicinity's Default. Vicinity shall have no further liability or responsibility for any equipment or property as abandoned.

Such rights of abandonment or removal of equipment and termination shall be in addition to any and all other rights and remedies available at law or in equity.

9. **VICINITY EQUIPMENT.** Vicinity shall maintain all Service lines, at its own expense except as otherwise expressly provided herein, that are located external to the outside wall of the basement or foundation of the Premises (collectively, the "**Service Lines**"). Vicinity and Customer have agreed to the location of any Service Lines on the Premises, and shall act reasonably with respect to any future relocation of same. If, during the Term, Customer requests that Vicinity relocate its Service Lines, the Customer shall be responsible for all costs associated with such relocation. In general, all equipment located on Vicinity's side of the point of delivery, as indicated on Exhibit C (the "**Point of Delivery**"), including Service Lines, meters and all Service equipment installed by Vicinity, including any equipment installed by Vicinity inside the Premises, is herein defined as "**Vicinity Equipment**." Vicinity Equipment shall remain the property of Vicinity. The System and Vicinity Equipment installed within the Premises shall be accessed and operated only by personnel authorized by Vicinity, with the exception only when necessary due to emergency circumstances which require immediate shutoff of Service, of which Vicinity shall be notified immediately. No person, except a duly authorized employee of Vicinity, shall be permitted to break or replace a Vicinity seal or lock, or to alter or interfere with the operation of any meter, or its connections, regulators, Vicinity Equipment or any other piece of equipment furnished by Vicinity. Seasonal and maintenance shutoffs of Service shall be accomplished by Vicinity personnel

according to a schedule developed by Vicinity. Customer is responsible for all damages to, or loss of, any Vicinity Equipment located on the Premises. The Parties acknowledge and agree that the installation of Vicinity's Equipment includes pipes located underground underneath the Premises. If, per the terms of this Agreement, Vicinity has any obligation to repair, remove, modify or install any Vicinity Equipment located underground, the Customer shall pay or reimburse any and all costs associated with providing access to Vicinity to such Vicinity Equipment, including any costs associated with excavation, exposing and restoration.

10. CUSTOMER EQUIPMENT

A. General. Except as may be specifically provided in this Agreement, Customer has installed and shall operate and maintain, and where required, repair and/or replace, all equipment on the Customer side of the Vicinity Point of Delivery, including the primary customer transfer meter such pumps, valves, regulating and protection devices, and electrical switches as are necessary to receive and utilize Service under this Agreement ("**Customer Equipment**"). Installation of Customer Equipment at any time during the Term shall be subject to Vicinity's prior approval in accordance with Section 13 of this Agreement. Customer will obtain such certificates of approval of piping upon its Premises as may be legally prescribed or as Vicinity shall in its discretion require. Customer agrees to install, maintain and operate Customer Equipment in accordance with all applicable laws, regulations and rules of any governmental authority and with good engineering practices, including, but not limited to, maintaining appropriate water chemistry, performing necessary preventative maintenance, and complying with any reasonable written procedures issued by Vicinity. The written procedures of the Vicinity are in addition to and in no way supersede or are a waiver of the rules of any inspection or other authority having jurisdiction. Customer shall give immediate notice to Vicinity of any leakage or escape of Service known or suspected by Customer. Customer shall provide, without cost to Vicinity, enclosed, dry, adequately ventilated, safe and secure space for the installation, inspection, protection, access and maintenance of Vicinity's Equipment located on or within the Premises. Where electricity or instrument air is required for the operation of Vicinity's meters or meter regulating valves, Customer shall, without cost to Vicinity, furnish such service and install wiring and piping to an outlet located conveniently near such meters or meter regulator valves. At the election of Vicinity, Customer shall provide adequate communications connection facilities to be used by Vicinity for monitoring and metering data transmissions. Vicinity's representatives shall have the right of access to all or any part of Customer's Equipment located on the Premises. Such right of access shall, except in emergency situations, be exercised at reasonable times, and shall be for the purpose of inspection and/or repair of parts, equipment or appliances. Where any repair is determined by Vicinity to be necessary, the Customer shall make such repairs promptly and do so at the Customer's expense.

11. METERING

A. Meters. Except as provided elsewhere in subsection C below, Service Charges shall be computed based on Vicinity's meter reading. Vicinity shall furnish, install and maintain meters and associated equipment appropriate (at the time of installation) to the Service requirements. If Customer requests installation of any meter by Vicinity in addition to those determined to be appropriate by Vicinity, Customer shall pay all installation expenses therefor and a monthly charge shall be charged for each such meter as provided in Exhibit B. Customer shall not alter its internal system or any Customer Equipment in any way that alters the accurate measurement by any installed meters. If Customer chooses

to employ its own meters in parallel with Vicinity meters, Customer will cooperate with Vicinity in locating any Customer meters and will set them at the same time and calibration standard and will use the same data collection intervals as Vicinity's meters. Vicinity shall have the right to furnish and install demand meters, pressure gauges, special meters, or other instrumentation for the purpose of determining the accuracy of Service or Customer's load.

B. Testing. The accuracy of Vicinity meters shall be no less than the manufacturer accuracy and shall conform to generally acceptable engineering practices and standards applicable to utility metering, (collectively, "**Industry Standards**"). Vicinity meters shall be tested for accuracy at intervals in accordance with industry standards, at Vicinity's expense, by Vicinity personnel. If a test establishes the meter is not performing as required, Vicinity shall, at its cost and expense, repair or replace the meter and shall make an appropriate adjustment in Customer's billing, measured from the date Vicinity determines in good faith that the inaccuracy began, Customer may request additional meter tests to be performed by Vicinity personnel at any time; provided that if the meter is found to be accurate in accordance with this Section, Customer will bear the cost of such test and if the meter is found not to be accurate, Vicinity will bear the cost of such test.

C. Bill Adjustment Based on Estimated Use. If the date the inaccuracy began cannot be determined, the billing adjustment shall be made (excluding any period of outage or other non-use of Service and taking into account price changes during the period) for one-half of the period between the date of the last prior successful meter test (or recalibration) and the date of the test disclosing inaccuracy, but in no case for a period greater than three (3) months. Where the use of a meter is impracticable or where a meter fails to provide usable readings, the quantities of Service to be billed for such period will be estimated by Vicinity based on Industry Standards. Customer shall pay for Service during such periods based on the estimated amount. All billings based on estimated usage shall be indicated on the bill as such. Any such billing adjustment shall be final.

12. ACCESS TO PREMISES, EASEMENTS, RIGHTS-OF-WAY. Customer hereby grants Vicinity all non-exclusive, necessary rights- of-way, access rights, easements, permits and licenses to provide Service, including, to construct, install, maintain, operate, repair, replace, and remove Vicinity Equipment located on the Premises (collectively, "**Access Rights**"). Vicinity's duly authorized representatives shall have the right of access to Vicinity Equipment on a twenty-four (24) hour per day basis, and to all other portions of Customer's property at all reasonable times for the purpose of performing Vicinity's obligations under this Agreement, to ascertain connected loads, to eliminate or mitigate an emergency condition, or for any other proper purpose. Customer agrees to execute any grants, deeds, or other documents that Vicinity may reasonably require to enable it to duly record such Access Rights. If Customer does not own the Premises, the Customer must obtain, prior to the initiation of Service, the written consent of the owner of the Premises to allow Service to the Premises and the Access Rights specified in this section. Any Access Rights granted under this Section 12 shall survive termination of this Agreement.

13. APPROVAL OF CUSTOMER'S SYSTEM. At Vicinity's specific written request, Customer shall submit for Vicinity's review, prior to Vicinity's interconnection of its System with the Premises, mechanical plans and specifications of Customer Equipment for utilization of Service on the Premises. Additionally, Customer shall afford Vicinity access for inspection of such Customer Equipment. After its inspection and review, Vicinity shall determine whether the Customer Equipment is compatible with Vicinity's System. Vicinity shall not be required to commence supplying Service (i) if it makes a determination of unsuitability or incompatibility, unless and until Customer makes such changes in the Customer Equipment as Vicinity deems necessary, and (ii) until Customer's installation shall have been

thoroughly cleaned and flushed in accordance with Customer's plans and specifications therefor, as approved by Vicinity.

Any future modification of the Customer's Equipment shall require the prior consent of Vicinity. If Customer fails to obtain such consent and/or any modification materially adversely affects the operation of Vicinity's or its other customers' equipment or facilities, Vicinity may hold Customer liable for the consequences thereof and may discontinue Service, in accordance with Section 7 hereof, to Customer until Customer has corrected the situation and eliminated the adverse effects. Vicinity shall bear no responsibility for any deficiency in Service to Customer resulting from Customer's Equipment or modification.

If Customer's operations or any of Customer's Equipment adversely affects Vicinity's provision or measurement of Service, Customer shall, at its expense, make such reasonable changes to Customer Equipment as shall be necessary to allow the provision and accurate measurement of such Service.

Vicinity, by approving and accepting Customer Equipment, as provided herein, shall in no manner be deemed to have assumed any obligation as to the design, operation, or maintenance of Customer's Equipment or facilities, nor to have relieved Customer in any way from accepting Service from Vicinity as provided in this Agreement.

14. INTENTIONALLY DELETED.

15. INSURANCE. All insurance required hereunder shall be primary to any and all other insurance coverage and shall not contribute with similar insurance in effect by the other Party. Each Party shall make all commercially reasonable efforts to have its insurer waive its rights of subrogation against the other Party. On the execution of this Agreement, each Party shall provide the other certificates of coverage evidencing all coverages required herein and renewals thereof. Each Party shall provide 30 days' written notice to the certificate holder of any cancellation, material change or non-renewal of coverage.

A. Vicinity. Vicinity at its sole cost and expense agrees to provide or cause to be provided during the Term of this Agreement (i) commercial general liability insurance in the amount of \$1,000,000 per occurrence/\$3,000,000 general aggregate for bodily and personal injury and property damage, naming Customer as an additional insured, and (ii) worker's compensation insurance in accordance with statutory requirements.

B. Customer. Customer at its sole cost and expense agrees to provide or cause to be provided during Term of this Agreement adequate insurance for loss or damage (i) property insurance coverage on a replacement value basis for property owned by Customer for loss or damage, and (ii) commercial general liability insurance in the amount of not less than \$1,000,000 per occurrence/\$3,000,000 general aggregate for bodily injury, property damage and personal injury claims. Customer may self-insure to meet the minimum requirements of this Section 15(B) to the extent it maintains a self-insurance program (whether by way of self-insured retention, formal risk pooling under State statutory provisions, self-funded loss reserve or otherwise).

16. UNCONTROLLABLE FORCE. As used in this Agreement, "Uncontrollable Force" means any event beyond the reasonable control of a Party, including but not limited to the following: an act of God, drought, flood, earthquake, storm, fire, lightning, epidemic, pandemic, quarantine, accident, casualty to equipment or other unavailability of equipment, war, riot, civil disturbance, sabotage, strike or labor shortage or difficulty, curtailment, suspension, delay or other unavailability of supplies, electricity, natural gas, coal, or water, unforeseen site conditions inability to obtain and maintain rights

of way, permits, licenses and other required authorizations from any federal, state or local agency or person for any of the facilities or equipment necessary to provide or receive Service hereunder, and restraint, order or decree by court or public authority. In the event grants of location (or similar) for Service mains to the Customer's Premises cannot be obtained or are withdrawn and alternative grants cannot be obtained without additional expense, Vicinity shall have the right to cancel the Agreement and terminate the supply of Service without further liability. Neither Party shall be considered to be in default in respect of any obligation under this Agreement (other than the obligation to pay amounts due to the other Party under or pursuant to this Agreement) to the extent such failure of performance shall be due to an Uncontrollable Force. The Party affected by an Uncontrollable Force shall (and in no event later than within three (3) days of the commencement of non-performance due to an Uncontrollable Force) give notice to the other party stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect. Performance shall be excused for no greater scope and no longer duration than is required by the Uncontrollable Force. The non-performing Party shall use its commercially reasonable efforts to remedy its inability to perform, but neither Party shall be obliged to settle or resolve a labor difficulty or to hire substitute labor on terms unacceptable to that Party.

17. RESALE OF ENERGY. Service(s) may be resold by Customer to its tenants, provided such tenants occupy the Premises and such resale does not subject Vicinity to any new or additional governmental rules, regulations or laws, including but not limited to tax laws or rate of service regulation by any public utility regulatory authority. In case of any such resale, Customer shall remain primarily liable to Vicinity for all costs and charges incident to the resold service. No other resale shall be permitted. Customer shall be responsible for any taxes or other governmental charges arising from or in connection with resale of Service to its tenants. Prior to any resale of Service(s), Customer shall provide Vicinity with a consent, waiver and indemnification, in a form reasonably acceptable to both Customer and Vicinity, properly executed by Customer.

18. DISPUTE RESOLUTION. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 18 shall be the exclusive mechanism to resolve disputes arising under this Agreement. The Parties agree to use their reasonable efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties shall attempt in good faith to resolve the dispute through mediation conducted by a mediator to be mutually selected by the Parties. The Parties shall share the costs of the mediator equally. Each Party shall cooperate fully and fairly with the mediator and shall reach a mutually satisfactory compromise of the dispute. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, or if the non-disputing party elects not to participate in mediation, the disputing party may have any right, remedy or redress by action in court or otherwise. Nothing in this Section 18 shall prohibit either Party from terminating the Agreement in accordance with Section 8. Notwithstanding anything contained herein, the Parties shall have no obligation to mediate disputes related to unpaid invoices under Section 4. Nothing in this Section 18 shall prohibit either Party from terminating the Agreement in accordance with Section 8. Notwithstanding anything contained herein, the Parties shall have no obligation to mediate disputes related to unpaid invoices under Section 4.

19. WARRANTIES. NEITHER BY INSPECTION OR NON-REJECTION, NOR BY GIVING APPROVAL OR CONSENTS, NOR IN ANY OTHER WAY, DOES VICINITY GIVE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE ADEQUACY, SAFETY OR OTHER CHARACTERISTICS OF ANY STRUCTURES, EQUIPMENT, WIRES, MAINS, PIPES, APPLIANCES OR DEVICES OWNED, LEASED, INSTALLED OR MAINTAINED BY CUSTOMER, NOR DOES VICINITY ASSUME ANY OBLIGATION AS TO THE DESIGN, OPERATION OR MAINTENANCE OF CUSTOMER'S EQUIPMENT FACILITIES.

20. EXCESS SERVICE DEMAND. Customer shall give Vicinity reasonable advance notice of any intention to materially increase its requirements of any Service. If Customer requires Service in excess of Contract Capacity, Vicinity shall not be obligated to provide such excess Service but shall make every reasonable effort to do so from the System. Inability to deliver excess Service shall not be a breach of Vicinity's obligations and Vicinity shall have the right to limit Customer to its Contract Capacity. If excess Service is required more than once in a twelve (12) month period, measured as the maximum use of Service in any 15-minute interval, or if the Parties mutually agree that all or a portion of the excess Service represents a permanent change in Customer's requirements, the Contract Capacity in Exhibit A and the Capacity Charge in Exhibit B will be increased proportionally, on the condition that Vicinity can meet the excess Service demand from the System. The Parties agree that a temporary, non-weather-related event outside the control of Customer (e.g. an equipment malfunction) shall not be used to determine a Contract Capacity increase. Any such increase in Capacity Charges resulting from an increase in Contract Capacity under this Section 20, shall be effective the first full fiscal year following the increase, and Customer's payment obligations with respect thereto shall be subject to the Appropriation Contingency.

21. HEDGING. From time to time, Vicinity may elect to participate in forward fixed priced purchase contracts for some or all of the energy costs it consumes to provide Service. Vicinity shall utilize its reasonable business judgment to secure favorable energy costs. Customer agrees that Vicinity shall not be deemed to hold a fiduciary responsibility to Customer as a result of any energy procurement activities.

22. MISCELLANEOUS.

A. Pledge or Assignment. Except as herein provided, neither party may pledge or assign its rights hereunder without the prior written consent of the other party which shall not be unreasonably withheld or delayed. Vicinity may at any time, or from time to time, without Customer's consent assign or pledge to any affiliate or for the benefit of any lender, mortgagee bond trustee, and or successor by way of merger, consolidation or in connection with the sale of all or substantially all of its assets or similar transaction, any or all of its rights hereunder, including its rights to receive payments. This Agreement shall be binding on the parties' successors and assigns in accordance with its terms. In the event Customer transfers ownership of the Premises to any person or entity not under the common control of Customer or Customer's owner ("**Transferee**"), Customer will exercise best efforts to have Transferee assume this Agreement; such assumption to be a form agreeable to Vicinity. If this Agreement is not assigned to and assumed by Transferee concurrently with the conveyance of the Premises, Customer shall be obligated to pay the Termination Fee as set forth in Section 8. Customer shall provide Vicinity within ten (10) days of assignment, a copy of the executed assumption document entered into with Transferee. Vicinity agrees to cooperate with Customer as reasonably requested to help effectuate any such assignment.

B. Governing Law. This Agreement shall be construed in accordance with and shall be enforceable under the laws of the state identified in the first paragraph of this Agreement as Vicinity's address (the "**State**"), without regard to principles of conflict of laws. Subject to Section 18, the Parties agree that the exclusive jurisdiction and venue of any dispute amongst the Parties shall be in the state or federal courts within the State, and each Party hereby submits to the exclusive jurisdiction and venue of such courts for the purposes of such action.

C. Notices. All notices hereunder (other than notices designated for delivery to operating personnel, which shall be made in any manner reasonable under the circumstances) shall be sufficient if personally delivered or sent by registered or certified mail postage prepaid, courier or overnight delivery service or telecopy (followed by mail) addressed:

if to Vicinity: to the address set forth in the first paragraph of this Agreement,
with a copy to:

Vicinity Energy
Attention: General Counsel
100 Franklin St., 2nd Floor
Boston, MA 02110
GeneralCounsel@vicinityenergy.us

if to Customer: to the address set forth in the first paragraph of this Agreement.

Vicinity and Customer by like notice may designate any further or different address or addresses to which notices shall be sent.

D. Severability. If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

E. Entire Agreement. This Agreement and the exhibits attached hereto and incorporated herein by reference constitute the entire agreement between the Parties with respect to the matters contained herein. All prior agreements, letters of intent, proposals or the like with respect to the Service provided under this Agreement are superseded hereby and each Party confirms that it is not relying on any representations or warranties of the other Party except as specifically set forth herein.

F. Amendments. No amendment or modification hereof shall be binding unless in writing and duly executed by both parties.

G. Intentionally Deleted.

H. Waivers; Approvals. No waiver of any provision of this Agreement shall be effective unless set forth in writing signed by the Party making such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing. Failure by a Party to this Agreement to insist upon full and prompt performance of any provision of this Agreement, or to take action in the event of any breach of any such provision or upon the occurrence of any Customer Default or Vicinity Default, as applicable, shall not constitute a waiver of any rights of such Party, and, subject to the notice requirements of this Agreement, such party may at any time after such failure exercise all rights and remedies available under this Agreement with respect to such Customer Default or Vicinity Default, as applicable. Receipt by a Party to this Agreement of any instrument or document shall not constitute or be deemed to be an

approval of such instrument or document. Any approvals required under this Agreement must be in writing.

I. Government Action. The Service Charges assume a continuation of present laws and regulations and the administration thereof in substantially the same manner as on the Effective Date of this Agreement. Should any applicable law or regulation or the administration or interpretation thereof by any governmental entity, change in any manner which requires Vicinity to expend additional funds, including but not limited to those laws or regulations or interpretations thereof related to emission mitigation or reduction, carbon accounting and the Green Guarantee, Vicinity shall be entitled to calculate the impact thereof and increase the Service Charge to recover such actual added expense.

J. No Third-Party Rights. This Agreement is only for the benefit of the parties to this Agreement, their successors and permitted assigns and Persons expressly benefited by the indemnity provisions of this Agreement. No other Person (including, without limitation, tenants of the Premises) shall be entitled to rely on any matter set forth in or shall have any rights on account of the performance or non-performance by any Party of its obligations under, this Agreement.

K. Authority. Customer represents and warrants to Vicinity that: (i) Customer is a public trust formed under the laws of the State; (ii) Customer is in good standing in the State; (iii) this Agreement has been properly authorized and executed by Customer and is binding upon Customer in accordance with its terms.

L. Non-Disclosure. Except as may be required by law, including the Open Meetings Act and the Open Records Act, Vicinity and Customer agree that they will not, at any time during the Term of this Agreement or after its termination, reveal, divulge, or make known to any person, firm, corporation, or other business organization the contents of this Agreement, or other confidential information used or gained by the other Party during the performance of the Services under this Agreement other than (i) by Customer to its tenants, potential bona fide purchasers of the Premises, or current or potential lenders and mortgagees to the Premises, (ii) by Vicinity to current or potential lenders or mortgagees, to potential purchasers of Vicinity's ownership interest or assets, or to a potential successor of Vicinity or its parent by way of acquisition, merger, consolidation or similar transaction, or (iii) by either Party to comply with a valid order of a court or other government body having jurisdiction.

M. Publicity. Customer acknowledges agrees and hereby consents to Vicinity's use of Customer's corporate name and logo, and a description of the project described herein, in Vicinity's client roster, marketing materials and press releases.

N. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signatures sent by e-mail, facsimile or PDF shall be deemed original signatures.

O. Further Assurances. Each Party, without further consideration, shall take such actions, including without limitation, the execution, acknowledgment and delivery of documents and providing consent, as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement, the consummation of the transactions contemplated herein, and/or in connection with a purchase of the Premises, Vicinity or Vicinity's System.

P. Survival. All provisions regarding indemnification, warranty, liability and limits thereon, payment obligations (including Termination Fee (s)), confidentiality and/or protections of proprietary rights and trade secrets shall survive the termination of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

VICINITY ENERGY OKLAHOMA CITY, LLC

OKLAHOMA COUNTY CRIMINAL JUSTICE
AUTHORITY

By:
Name:
Title:

By:
Name:
Title: Chairman

[EXHIBITS FOLLOW]

DRAFT

EXHIBIT A

PREMISES, CONTRACT CAPACITY AND SERVICE SPECIFICATIONS

For purposes of these Exhibits, **Btu** means British thermal unit. **HHV** means based on higher heating value. **MMBtu** means million Btu. **Mlb**. Means one thousand pounds of steam. **Psig** means pounds per square inch gage. **Ton** means the number of Ton-hours delivered in a given hour of time. **Ton-hour** means 12,000 Btu.

I. PREMISES: Oklahoma County Criminal Justice Authority
201 N Shartel Ave., Oklahoma City, OK 73102

II. <u>CONTRACT CAPACITY</u>	<u>Chilled Water</u>	<u>Steam</u>
Capacity:	499 tons	6.4 Mlbs

III. SERVICE SPECIFICATIONS.

Chilled water

Vicinity will provide chilled water at Customer's Point of Delivery at an average temperature of 42° Fahrenheit or less, and at pressures ranging from a minimum of 65 psig to a maximum of 165 psig. Customer shall return the chilled water to Vicinity at Customer's Point of Return at 100% of the water volume delivered to Customer and at sufficient pressure to enter Vicinity's chilled water return system, but in no event shall Customer be required to return such chilled water at a pressure exceeding the pressure then existing at the Point of Delivery. Except for operating its cooling equipment, Customer may not tap into, use or otherwise interfere with chilled water in any way which may diminish the flow or change its temperature beyond the above stated limit. Customer shall not contaminate the chilled water. (Contaminate shall be defined as the act, intentional or otherwise, of adding chemicals or other material to the chilled water). Vicinity may refuse to continue chilled water service to Customer if chilled water is contaminated between the Point of Delivery and the Point of Return. Customer shall not perform any water treatment or add chemicals or foreign substances into the water being used in its cooling system without the prior written consent of Vicinity.

Steam

Delivery pressure:	Minimum	Maximum
	90 psig	150 psig

Minimum % Condensate Return: 99%

EXHIBIT B

SERVICE RATES

I. SERVICE CHARGES. The charges for each Service consist of an Energy Charge to cover the incremental fuel, water and other variable costs incurred by Vicinity in the supply of each unit of energy plus a Capacity Charge to cover the costs of having facilities available to provide Service to meet the Contract Capacity, the amount of thermal distribution losses, and the capital recovery and system restoration relative to the Customer's requested capacity.

1. RATES FOR STEAM SERVICE. Vicinity shall provide steam at the rates (the "Steam Rates") set forth below. The Steam Rates consist of (a) a Heating Energy Charge and (b) a Heating Capacity Charge.

A. Heating Energy Charge.

(1) The monthly Heating Energy Charge shall be calculated as follows:

Quantity (Mlbs) of Steam utilized for the billing period multiplied by the Heating Energy Rate multiplied by the Heating Energy Adjustment Factor

(2) The Heating Energy Rate is \$5.60 per MMBtu of Steam

(3) The Heating Energy Adjustment Factor shall be calculated as follows:

The Heating Energy Adjustment Factor shall be the sum of the Heating Fuel Adjustment Factor and the Heating Consumer Price Index Factor.

(4) The Heating Fuel Adjustment Factor shall be calculated monthly as follows:

$$\text{Heating Fuel Adjustment Factor} = 0.85 \times F/F_0$$

(5) The Heating Consumer Price Index Factor shall be calculated as follows:
Heating Consumer Price Index Factor = $0.15 \times \text{CPI}/\text{CPI}_0$

(6) By way of example, for 500 Mlb and $F_0 = \$1.80$, $F = \$3.50$, $\text{CPI}_0 = 131.0$ and $\text{CPI} = 293.591$,

the Heating Energy Adjustment Factor will be:
 $(0.85 \times 3.50/1.80) + (0.15 \times 293.591/131.0) = 1.9890$

Heating Energy Charge = $500 \times \$5.60 \times 1.9890 = \$5,569.06$, plus applicable taxes and fees as described in Section 4, Subsection B, Taxes.

(7) The Heating Energy Charge shall be computed and billed monthly based on the Mlbs of Steam consumed as measured by Vicinity's meters.

B. Heating Capacity Charge

(1) The monthly Heating Capacity Charge shall be the Heating Contract Capacity multiplied by the Heating Capacity Rate multiplied by the Heating Capacity Adjustment Factor.

(2) The Heating Capacity Rate is \$7,200.00 per Mlb/hour.

(3) The Heating Capacity Adjustment Factor shall be calculated as follows:
 $0.40 + (0.60 \times \text{CPI}/\text{CPI}_0)$

NOTE: As evidenced by the formula above, forty (40) percent of the Heating Capacity Charge shall not be subject to adjustment for the Initial Term of the Agreement. Sixty (60) percent of the Heating Capacity Charge shall be adjusted by the Consumer Price Index.

(4) By way of example ---

For a Heating Contract Capacity of 6.4 Mlbs/hour, the Heating Capacity Rate of \$7,200 per Mlb/year, CPI_0 of 131.0 and CPI of 293.591:

The Heating Capacity Adjustment Factor will be:
 $0.40 + (0.60 \times 293.591/131.0) = 1.7447$

The monthly Heating Capacity Charge will be:
 $(6.4 \times \$7,200)/12 \times 1.7447 = \$6,699.62$ for the month, plus applicable taxes and fees as described in Section 4, Subsection B, Taxes.

2. **RATES FOR CHILLED WATER SERVICE.** Vicinity shall provide chilled water service at the rates (the "Chilled Water Rates") set forth below. The Chilled Water Rates consist of (a) a Cooling Energy Charge, and (b) Cooling Capacity Charge.

A. Cooling Energy Charge.

(1) The monthly Cooling Energy Charge shall be calculated as follows:

Quantity (ton-hours) of chilled water consumed for the billing period multiplied by the sum of the Cooling Energy Rate multiplied by the Cooling Energy Adjustment Factor and the Water Usage Rate multiplied by the Water Usage Adjustment Factor

(2) The Cooling Energy Rate (expressed in cents per Ton-Hour) shall be the sum of \$0.076 per Ton-Hour plus the Efficiency Rate.

(3) The Efficiency Rate (expressed in cents per Ton-Hour) shall be calculated by dividing 12 by the Delta T. The Delta T is defined as the average differential temperature for the billing period between the temperature of the chilled water at the Point of Delivery and the Point of Return. Building efficiency is considered to be 100 percent when the Delta T is 12. The Efficiency Rate at a Delta T of 12 is 1 cent per Ton-Hour of chilled water.

(4) The Cooling Energy Adjustment Factor shall be calculated as follows:

The Cooling Energy Adjustment Factor shall be the sum of the Cooling Fuel Adjustment Factor and the Cooling Consumer Price Index Factor.

(5) The Cooling Fuel Adjustment Factor shall be calculated monthly as follows:

$$\text{Cooling Fuel Adjustment Factor} = 0.35 \times F/F_0$$

(6) The Cooling Consumer Price Index Factor shall be calculated as follows:

$$\text{Cooling Consumer Price Index Factor} = 0.65 \times \text{CPI}/\text{CPI}_0$$

(7) The Water Usage Rate (expressed in cents per Ton-Hour) shall be \$0.01 per Ton-Hour

(8) The Water Usage Adjustment Factor shall be calculated monthly as follows:

$$\text{Water Usage Adjustment Factor} = W/W_0$$

(9) By way of example, for 100,000 ton-hours, Efficiency Rate of \$0.01, $F_0 = \$1.80$, $F = \$3.50$, $W = \$4.05$, $W_0 = \$2.510$, $\text{CPI}_0 = 131.0$ and $\text{CPI} = 293.591$, the Cooling Energy Adjustment Factor will be:

$$(0.35 \times 3.50/1.80) + (0.65 \times 293.591/131.0) = 2.1373$$

the Water Usage Adjustment Factor will be:

$$(4.05/2.51) = 1.614$$

Cooling Energy Charge =

$$100,000 \times [(\$0.076 + \$0.01) \times 2.1373 + (\$0.01 \times 1.614)] = \$18,380.82, \\ \text{plus applicable taxes and fees as described in Section 4, Subsection B, Taxes.}$$

(10) The Cooling Energy Charge shall be computed and billed monthly based on the ton-hours of chiller water consumed as measured by Vicinity's meters.

B. Cooling Capacity Charge.

(1) The monthly Cooling Capacity Charge shall be the Cooling Contract Capacity multiplied by the Cooling Capacity Rate multiplied by the Cooling Capacity Adjustment Factor.

(2) The Cooling Capacity Rate is \$174.24 per ton per year.

(3) The Cooling Capacity Adjustment Factor shall be calculated as follows:
 $0.40 + (0.60 \times \text{CPI}/\text{CPI}_0)$

NOTE: As evidenced by the formula above, forty (40) percent of the Cooling Capacity Charge shall not be subject to adjustment for the Initial Term of the Agreement. Sixty (60) percent of the Cooling Capacity Charge shall be adjusted by the Consumer Price Index.

(4) By way of example ---

For CPI_0 of 131.0 and CPI of 293.591 the Cooling Capacity Adjustment Factor will be:

$$0.40 + (0.60 \times 293.591/131.0) = 1.7447$$

For a capacity of 499 tons, the monthly Cooling Capacity Charge will be:

$(499 \text{ tons} \times \$174.24 / \text{ton}) / 12 \times 1.7447 = \$12,641.13$ for the month, plus applicable taxes and fees as described in Section 4, Subsection B, Taxes.

CPI means the Consumers Price Index for All Urban Consumers (CPI U), U. S. City Average, Dallas-Ft. Worth Area, of the Bureau of Labor Statistics, U. S. Dept. of Labor (or any comparable successor index) for the most recent period for which such index has been published. If the referenced index is discontinued, the National CPI (or any comparable successor index) shall be utilized. If publication of CPI is discontinued, the parties will use a revised or replacement index that is similar to the discontinued CPI. CPI_0 will be defined as 131.0. CPI will be adjusted January 1 annually.

Fuel means all fuels used by Vicinity to operate the system, and may include gas, coal, oil, purchased steam or electricity and others. F means Vicinity's weighted average cost of Fuel (including special handling, storage and disposal costs, if any) per MMBtu (HHV) consumed during the month prior to the billing period. F_0 means the base cost of Fuel of \$1.80 per MMBtu (HHV). W means Vicinity's weighted average cost of water (including water, sewer, and associated fees, if

any) per thousand gallons (mgal)) used during the month prior to the billing period. W_0 means the base cost of water of \$2.510 per mgal.

Monthly Usage means the actual quantity of Service consumed for the month in Ton-Hours.

II. OTHER CHARGES. The Meter Charge for each additional steam, or chilled water meter installed at Customer's request shall be \$50.00 per month. Lost Water Charge for chilled water shall be \$10.00 per thousand gallons and \$15.00 per Mlb for steam.

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EXHIBIT C

POINT OF DELIVERY

Vicinity's Point of Delivery of Service is immediately after the primary Vicinity Main Service valve unless otherwise noted on the drawings in this Exhibit C. In general, as further described in Section 9 and Section 10, respectively, (i) any equipment on Vicinity's side of the Point of Delivery shall be "**Vicinity Equipment**", and (ii) any equipment located on Customer's side of the Point of Deliver shall be "**Customer Equipment**."

