



EXECUTION VERSION

SERVICE EXTENSION AGREEMENT

THIS SERVICE EXTENSION AGREEMENT (“Service Extension Agreement” or “Agreement”) is dated as of the ~~13TH~~ day of August 2024 (“Effective Date”), by and between VICINITY ENERGY OKLAHOMA CITY, LLC, a Delaware limited liability company, with offices located at 3 Santa Fe Plaza, Oklahoma City, Oklahoma 73102 (“Vicinity” or “Company”) and Oklahoma City Public Property Authority, a public trust established under the laws of the State of Oklahoma (“Customer”).

WHEREAS, Vicinity operates and maintains a privately-owned district energy system in the City of Oklahoma City (the “System”) and provides chilled water, steam, and hot water for cooling and heating services (the “Service”) to various customers;

WHEREAS, Customer desires to receive the Service from Vicinity to the Paycom Arena (the “Location”);

WHEREAS, the System does not currently serve the Location; and

WHEREAS, Vicinity and Customer desire to extend the System so that Vicinity can provide Service to the Location.

NOW, THEREFORE, Vicinity and Customer agree as follows:

1. **ENERGY SERVICES AGREEMENT.** Simultaneous to the execution of this Service Extension Agreement, Vicinity and Customer shall enter into a separate agreement (“Energy Services Agreement”) for the provision of chilled water and hot water services (the “Services”) for the cooling and heating needs at the Location.
2. **EXTENSION LOCATIONS.** Vicinity agrees to extend the System and install other equipment at the Location to provide the Services (collectively, such work hereafter, the “Service Extension”) to serve the Location. The scope of work for the Service Extension is set forth in Exhibit B.
3. **CONSTRUCTION TERMS.** Vicinity shall undertake the entire scope of the Service Extension including all design, engineering and construction, including without limitation obtaining all permits and other governmental authorizations, retention of contractors and other workforce, and insurance.
4. **CUSTOMER CAPITAL CONTRIBUTION.** Customer’s obligation under this Service Extension Agreement shall be a reimbursement of Service Extension costs with markup (such payment, the “Customer Capital Contribution”). Reimbursement will equal Vicinity’s actual out of pocket direct costs paid to third party contractors and/or vendors, , plus a markup of ten percent (10%) for all costs and expenses incurred by Vicinity for the Service Extension (such total amount, the “Customer Capital Contribution”). On or prior to August 28, 2024, Customer agrees to provide a portion of the Capital Contribution in the amount of Three Million Dollars (\$3,000,000) (the “Upfront Payment”) to enable Vicinity to immediately procure certain equipment and services in order to meet Customer’s targeted date set forth in Section 5 for provision of Services at the Location. Customer acknowledges and further agrees that failure to make the Upfront Payment could result in delay of the target date set forth in Section 5 for Services to the Location, for which Vicinity shall have no liability for such delay. Vicinity will provide invoices, purchase orders, receipts or other reasonable documentation (collectively, “Payment Support”) to support the expenditures made with the Upfront Payment. All other payments of the Capital Contribution shall be paid by the Customer within twenty (20) calendar days of receipt of the Payment Support.
5. **EXTENSION COMPLETION.** Vicinity shall endeavor to complete the Service Extension on or before December 31, 2024. Vicinity shall issue a written notice to Customer upon completion of its construction

work sufficient for Vicinity to provide Service to the Location (“Notice of Completion”). Customer agrees and acknowledges that failure to meet the December 31, 2024 shall not trigger a Vicinity Default under this Agreement or a “Vicinity Default” under Section 6A of the Energy Services Agreement.

6. VICINITY PROPERTY. The Service Extension and the entirety of the System up to the Points of Delivery of Service (as defined in **Exhibit A**) and any Vicinity-installed meters shall remain the sole property of Vicinity. Vicinity shall also install and maintain all Service Lines to a location at the inside wall of the basement or foundation of the Location (collectively, the “Service Extensions”) (except as otherwise stated herein), as determined by Vicinity to be convenient and practicable. The System, Service Extension, Service Lines, and Vicinity Equipment (as described in **Exhibit A** hereto) installed within the Location shall be 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 as soon as practicable. Additional rights and obligations regarding the Service Extension, Service Lines and Vicinity Equipment are set forth in the Energy Services Agreement.

7. ACCESS TO PREMISES. To the extent Vicinity needs access to the Location for purposes of connecting the Service Extensions, Service Lines, and Vicinity Equipment, such access shall be provided by Customer. Additional access rights are provided to Vicinity under the Energy Services Agreement.

8. DEFAULTS.

A. Vicinity Default. Any one of the following events shall constitute a “Vicinity Event of Default”: (1) unless caused by Customer, in whole or in part, Vicinity fails to complete the Service Extension or otherwise provide Service by alternative means (e.g., temporary boilers); or (2) Vicinity fails to comply with any other material provision of this Service Extension Agreement and fails to cure or remedy such default within thirty (30) calendar 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 Event of Default”: (1) Customer shall fail to pay the Customer Capital Contribution for a period of thirty (30) calendar days after the date of written notice by Vicinity of non-payment by Customer; or (2) Customer shall fail to comply with any other material provision of this Agreement and shall fail to cure such default within thirty (30) calendar days after notice and written 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.

9. INDEMNIFICATION. Except as limited by Section 10 of this Service Extension Agreement, to the extent provided by Oklahoma law, each party hereto hereby assumes all risk of and responsibility for, and agrees to indemnify, defend and save harmless the other party, its parent and subsidiary organizations, directors, officers, employees, agents, invitees and their successors or assigns from and against any and all third-party claims, demands, suits, actions, recoveries, judgments, costs and expenses (“Claims”) in connection therewith, made, brought or obtained on account of loss of life or property, or injury or damage to the person or property of any person or persons, which arise out of or result from the negligence or willful misconduct of the indemnifying party, or any agent or employee of the indemnifying party, except to the extent that such loss, injury or damage is caused by the indemnified party, its agents, contractors or employees.

10. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY OKLAHOMA LAW, IT IS SPECIFICALLY AGREED AND UNDERSTOOD THAT (A) NEITHER PARTY HERETO WILL BE RESPONSIBLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR

CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER (INCLUDING LOST PROFITS AND OPPORTUNITY COSTS) ARISING OUT OF THIS SERVICE EXTENSION AGREEMENT OR ANYTHING DONE IN CONNECTION HERewith, AND (B) THAT VICINITY'S TOTAL AGGREGATE LIABILITY UNDER THIS SERVICE EXTENSION AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF THE CAPITAL CONTRIBUTION PAID TO VICINITY.

11. UNCONTROLLABLE FORCE. As used in this Service Extension Agreement, "Uncontrollable Force" means any failure or delay by Customer or Vicinity in performing its obligations under this Agreement provided that such failure or delay (i) is not due to its own act, omission, negligence or willful misconduct, (ii) could not have been overcome by the exercise of due diligence by the affected party, (iii) could not have been prevented by reasonable precautions of the affected party (whether or not taken), (iv) could not have been avoided by the affected party through the use of alternate sources, work-around plans or other means including but not limited to the affected Party's compliance with its business continuity and disaster recovery plans, and (v) is caused by fire, flood, earthquake, elements of nature or acts of God, public utility or electrical failure, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, imposition of martial law or any similar cause (but excluding labor disputes and strikes) meeting all of the foregoing requirements that is beyond the reasonable control of the affected party. Neither party shall be considered to be in default in respect of any obligation hereunder (other than the obligation to pay amounts due to the other party under or pursuant to this Service Extension 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 five (5) calendar days of the commencement of non-performance due to an Uncontrollable Force) give written 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 reasonable 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.

12. ARBITRATION. Intentionally Omitted.

13. MISCELLANEOUS.

A. Pledge or Assignment. Except as herein provided, neither party hereto 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, assign or pledge to any affiliate or for the benefit of any lender, mortgagee and/or bond trustee, any or all of its rights hereunder, including its rights to receive payments. This Service Extension Agreement shall be binding on the parties' successors and assigns in accordance with its terms. Vicinity agrees that Customer's affiliates may use the services of Vicinity (and its affiliates) under this Agreement.

B. Governing Law. This Service Extension Agreement shall be construed in accordance with and shall be enforceable under the laws of the State of Oklahoma. The parties agree to comply with applicable laws in performance of this Agreement.

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: Vicinity Energy Oklahoma City, LLC, 100 Franklin Street, 2nd Floor, Boston, MA 02110, Attention: General Counsel with a copy to Vicinity Energy Oklahoma City, LLC, 3 Santa Fe Plaza, Oklahoma City, Oklahoma 73102, Attention: General Manager; and if to Customer: Secretary/City Clerk, 200 N. Walker Avenue, Second Floor, Oklahoma City, Oklahoma 73102. 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 Service Extension 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; Counterparts. This Service Extension Agreement and the contemporaneous Energy Services Agreement and any exhibits and riders attached to either and incorporated herein by reference constitute the entire agreement between the parties with respect to the matters contained herein. All prior agreements with respect thereto 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. This Service Extension Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

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

G. Independent Contractor. Vicinity's status hereunder shall be that of an independent contractor and not an agent or employee of Customer. In no event shall Vicinity have any authority to enter into any contract or commitment in the name of or on behalf of Customer, and Vicinity shall not hold itself out as having authority to do so without Customer's prior written authorization.

H. Term/Survivability. This Agreement shall terminate upon completion of the scope and payment obligations set forth herein, except that those provisions of this Agreement which by their terms call for performance subsequent to termination of this Agreement shall survive. The parties agree and acknowledge that, upon termination of this Agreement, all other rights and obligations for performance and payment in connection with the System, Service Lines, Vicinity Equipment, access rights and provision of Services are to be governed by the Energy Services Agreement.

14. ADDITIONAL TERMS

A. Use of Customer Facilities. Vicinity shall comply with the security, safety and access requirements of Customer while on Customer's premises as well as any other policies, procedures or instructions as may be provided by Customer at the respective Location. Vicinity will conduct its work at the Location only in connection with provision of the Services hereunder and in a manner as to avoid endangering the safety of or interfering with Customer's business or any Customer personnel. Customer will have the right to inspect the contents of all containers or packages being brought into or removed from the Location. Vicinity shall permit Customer and any third party under separate contract with Customer or its affiliate, the subject of which may relate to the Services ("Customer Third Parties") to enter into those portions of the Location occupied by Vicinity at any time.

B. Standard of Performance. Vicinity shall perform the Services in keeping with prevailing industry practice, using all due skill, care and diligence, and in strict accordance with Applicable Laws and the terms of this Agreement.

C. Vicinity Personnel. Vicinity shall ensure that each person it employs or otherwise engages to perform Services hereunder complies with Customer's reasonable rules and procedures while on Customer's premises. Whenever accessing or working at the Location, Vicinity personnel will bear and present legal identification and will bear uniforms or clothing with Vicinity emblem. Whenever accessing or working at the Location, Vicinity contractors and subcontractors will bear and present legal identification and will bear uniforms or clothing with company emblem.

D. Subcontracting. Vicinity may subcontract design, engineering and/or the construction of the Service Extensions. Vicinity shall at all times remain primarily liable for the full and proper performance of all of its obligations under this Agreement including any obligations provided through any permitted subcontractor, and Vicinity shall be fully responsible for all actions or omissions of its

subcontractors. If the Services require Vicinity to pay any permitted third parties, Vicinity agrees that it shall disburse promptly funds received from Customer to the appropriate third parties.

[SIGNATURES TO FOLLOW]

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


VICINITY ENERGY OKLAHOMA CITY, LLC

By: 
Name: Kevin Hagerty
Title: Chief Executive Officer

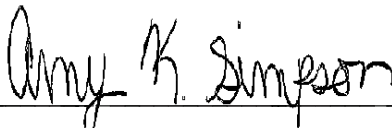
ATTEST:

By: 
Name: Lindsey Sands
Title: Associate General Counsel

**OKLAHOMA CITY PUBLIC PROPERTY
AUTHORITY**

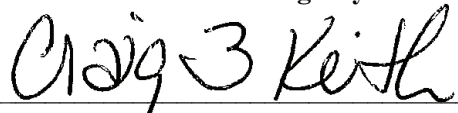
By: 
Name: David Holt
Title: Chairman

ATTEST:

By: 
Name: Amy Simpson
Title: Secretary/~~City Clerk~~



REVIEWED for form and legality.

By: 
Name: Craig Keith
Title: Deputy Municipal Counselor

[EXHIBITS FOLLOW]

EXHIBIT A

PROJECT DESCRIPTION

I. District Chilled Water Interconnection

Vicinity and Customer will respectively perform the following scope of work:

- A. Vicinity shall install a district chilled water Service connection, that includes 14" (or greater) service lines through the foundation wall which connection and service lines shall be owned, operated and maintained by Vicinity ("Vicinity Equipment"). Maintenance of the service line, including the wall penetration and seal within the Customer's property line will be performed by Vicinity. All equipment within the Customer's building not identified as Vicinity Equipment shall be the property of the Customer.
- B. Customer shall install connections from the Point of Delivery to the Building supply line, and from Building return line to the Point of Return ("Point of Delivery" and "Point of Return", together, the "Points of Delivery of Service", as each is identified on Exhibit B-2).
- C. Customer will either arrange and pay for the removal and disposal of any asbestos insulation or other hazardous material found on existing piping or elsewhere that interferes with the Service connection or Customer will reimburse Vicinity if such removal and disposal is performed by Vicinity.
- D. Customer agrees to provide Vicinity with a suitable mechanical space to install Vicinity Equipment as indicated in Exhibit D.
- E. All work performed by Vicinity and Customer or their respective contractors shall be in strict accordance with applicable Federal, State and Local codes governing construction standards and safety.
- F. The installation of Vicinity Equipment by Vicinity, Customer or by Vicinity's or Customer's contractors will be scheduled with ASM Global to minimize impact to the ongoing operation of the Location.
- G. The Customer grants Vicinity and their employees, contractors and subcontractors free access, with reasonable notice, to the Location for the purposes of constructing and inspecting Vicinity Equipment.

II. Hot Water Plant Construction

- A. Vicinity shall install a hot water plant ("Vicinity Equipment"). Maintenance of the Vicinity Equipment will be performed by Vicinity. All Vicinity Equipment within the Customer's building not identified as Vicinity Equipment shall be the property of the Customer.
- B. Customer shall install connections from the Point of Delivery to the Building supply line, and from Building return line to the Point of Return.
- C. Customer will either arrange and pay for the removal and disposal of any asbestos insulation or other hazardous material found on existing piping or elsewhere that interferes with the Service

connection or Customer will reimburse Vicinity if such removal and disposal is performed by Vicinity.

- D. Customer agrees to provide Vicinity with a suitable mechanical space to install Vicinity Equipment as indicated in **Exhibit D**.
- E. All work performed by Vicinity and Customer or their respective contractors shall be in strict accordance with applicable Federal, State and Local codes governing construction standards and safety.
- F. The installation of Vicinity Equipment by Vicinity, Customer or by Vicinity's or Customer's contractors will be scheduled with ASM Global to minimize impact to the ongoing operation of the Location.
- G. The Customer grants Vicinity and their employees, contractors, and subcontractors free access, with reasonable notice, to the Location for the purposes of constructing and inspecting Vicinity Equipment.

All equipment, piping, ducts and systems after the Point of Delivery necessary to utilize Service throughout the Location is herein defined as the "Customer System". Customer agrees to maintain and operate the Customer System in accordance with good engineering practices.

III. Customer approval

Customer representative shall approve all work prior to commencement of work. Such approval shall not be unreasonably withheld.

IV. Metering

A meter will be provided by Vicinity for each Service.

V. Scheduling

Vicinity shall coordinate schedules with Customer and provide periodic updates and progress reports to Customer in connection with the installation of the Service Extensions, Service Lines, and Vicinity Equipment of the Systems. Customer may attend Vicinity's project meetings to discuss the progress of the work contemplated under this Agreement.

VI. Temporary Boilers

If Customer requires hot water service before the Vicinity Hot Water Plant (described in Exhibit B) is ready and able to provide Service, Vicinity and Customer will work together to install temporary boilers to provide Service.

EXHIBIT B-1

PREMISES, TECHNICAL 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 gauge. **Ton** means the number of Ton-hours delivered in a given hour of time. **Ton-hour** means 12,000 Btu.

I. PREMISES:

Paycom Center

100 West Reno Avenue, Oklahoma City, OK 73102

II. TECHNICAL SPECIFICATIONS. The specifications set forth below are as of the Effective Date of the Service Extension Agreement, but shall be updated as required upon design finalization:

Vicinity Chilled Water Connection (as depicted in drawings attached as Exhibit B-2):

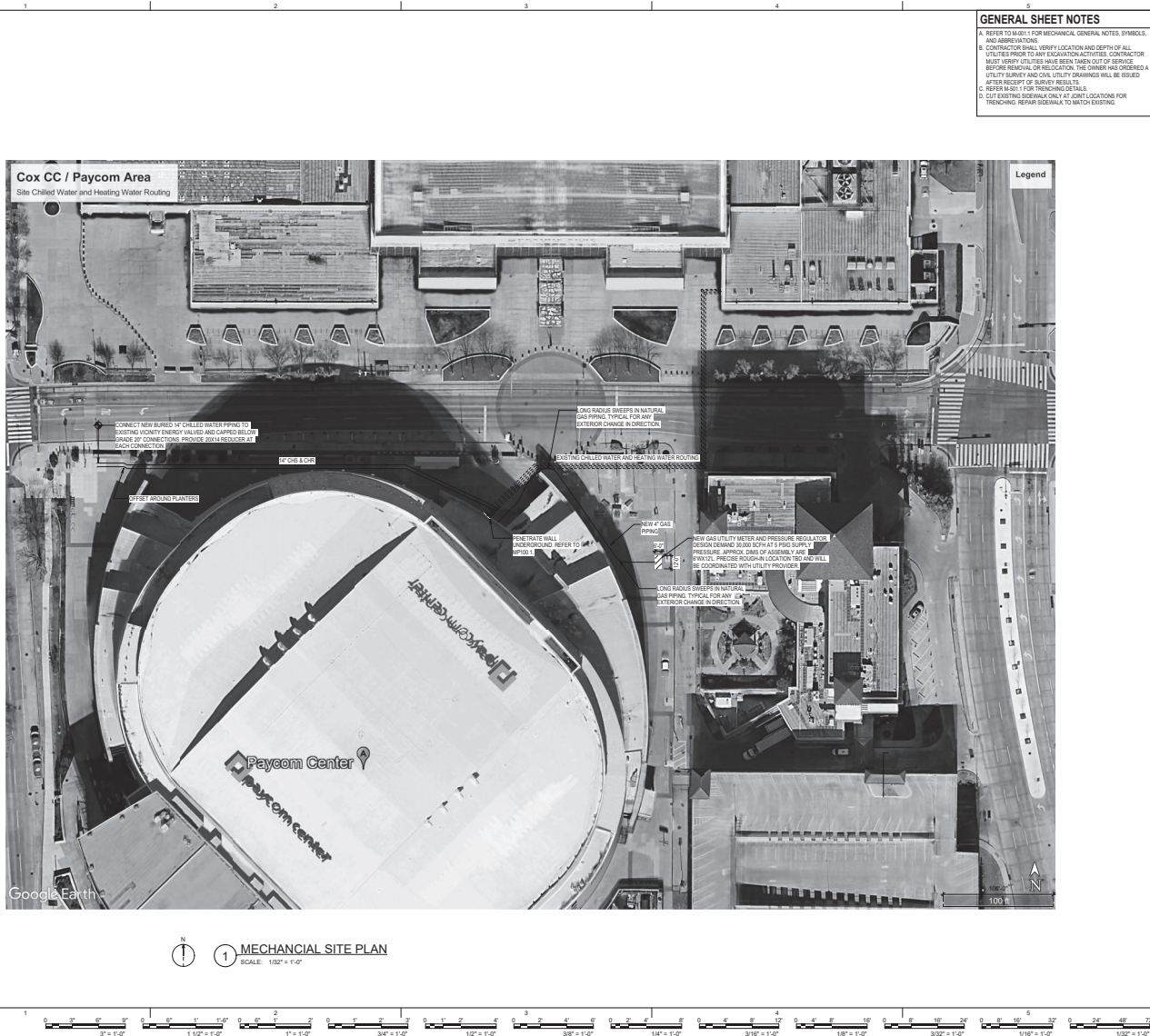
- Approximately 350' of 14" chilled water supply and 350' of 14" chilled water return
- Steel pipe: ASTM A 53, Type E (electric-resistance welded) or Type S (seamless), Grade B, Schedule 40, black steel, plain ends with welded joints. Fittings to be ASTM A 234, seamless or welded, for welded joints. Flanges to be Class 300 minimum. Furnish pipe and fittings with factory-applied, corrosion-resistant polyethylene coating suitable for use in buried installation. Finish to be field repairable and all damaged areas or exposed joints and seams to be repaired prior to backfill of chilled water piping
- Piping seals at wall penetrations
- **Chilled water pumping skid** (as depicted in drawings attached as Exhibit B-2):
 - Engineering
 - Grundfos Factory Packaged & Assembled Chilled Water Skid
 - Qty. 5 – Grundfos Series CR – Multi Stage, Vertical In-Line Pumps
 - Qty. 5 – Yaskawa HV600 Enclosed Style Variable Frequency Drives
 - Qty. 4 – 6" AMES/Watts Series LF910GD Pressure Reducing Valves
 - Qty. 1 – 5-Gallon Shot Feeder
 - System Piping
 - Electrical Wiring in EMT Conduit
 - 460 Volt, 3 Phase Low Voltage Panelboard/Switch Board to include
 - Plant main lugs
 - Pump(s) circuit Breakers
 - Controls
 - PLC Controller
 - Disconnect Switch
 - Transformer
 - Temperature/Pressure Transmitters
 - General Valves
 - Isolation Valves
 - Check Valves
 - Pressure Transmitters

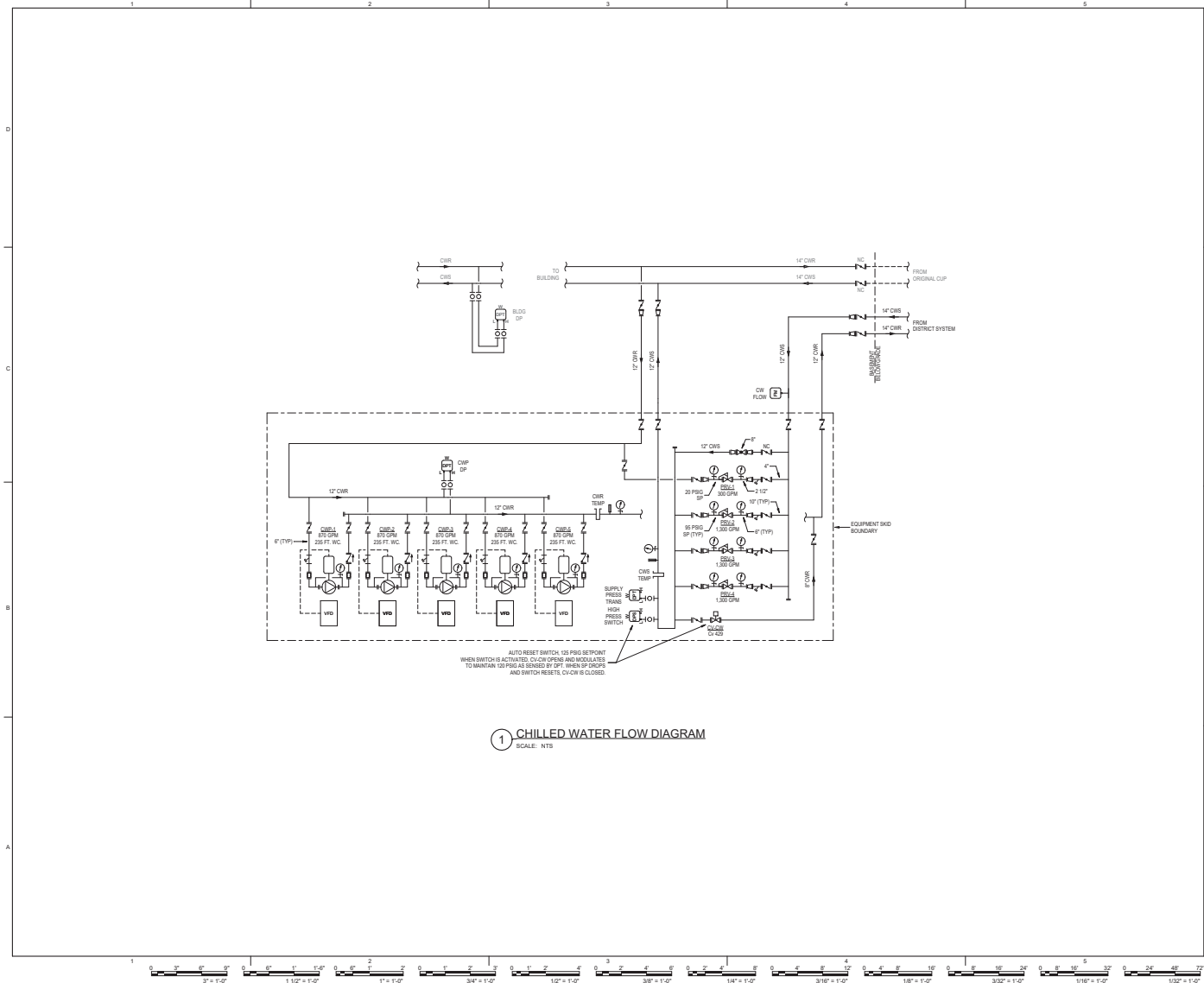
- Control Valves
 - Temp/Pressure Gauges
 - Strainers
 - Vibration Isolators

- **Vicinity Hot Water Plant** (as depicted in drawings attached as Exhibit B-3):
 - Engineering
 - Grundfos Factory Packaged & Assembled Heating Water Skid
 - Qty. 5 – AERCO BMK 6000
 - Qty. 5 – Griswold 6” Wafer Automatic Flow Limiting Device
 - Qty. 5 – Grundfos Series CR – Multi Stage, Vertical In-Line Pumps
 - Qty. 5 – Yaskawa HV600 Enclosed Style Variable Frequency Drives
 - Qty. 1 – 12” Spirotherm Spirovent Air Eliminator
 - Qty. 2 – Elbi Expansion Tanks (size still to be determined)
 - Qty. 1 – 5-Gallon Shot Feeder
 - Qty. 2 – Enervex Combustion Flue Exhaust Fans & Controls
 - Qty. LOT – Jeremias Boiler Flue Exhaust Duct/Venting
 - System Piping
 - 460 Volt, 3 Phase Low Voltage Panelboard/Switch Board to include
 - Plant main lugs
 - Boiler(s) circuit Breakers
 - Pump(s) circuit Breakers
 - Controls
 - PLC Controller
 - Disconnect Switch
 - Transformer
 - Temperature/Pressure Transmitters
 - General Valves
 - BFP Station for Make-Up Water
 - PRV Station for Make-Up Water
 - MUW Flow for Make-Up Water
 - Test Coupon Station
 - Isolation Valves
 - Check Valves
 - Pressure Transmitters
 - Control Valves
 - Temp/Pressure Gauges
 - Strainers
 - Vibration Isolators

EXHIBIT B-2

Drawings for Vicinity Chilled Water Connection and Chilled Water Pumping Skid






Frankfurt-Short-Bruza Associates, P.C.
5801 Broadway Extension, Suite 500
Oklahoma City, OK 73118-7436
405.840.2931 | fsb-ae.com

Engineering CoA - 1072	Exp. 6/30/2026
Architectural CoA - 00199	Exp. 6/30/2025

PRELIMINARY
THIS DOCUMENT IS
PRELIMINARY IN
NATURE AND IS NOT A
FINAL, SIGNED AND
SEALED DOCUMENT

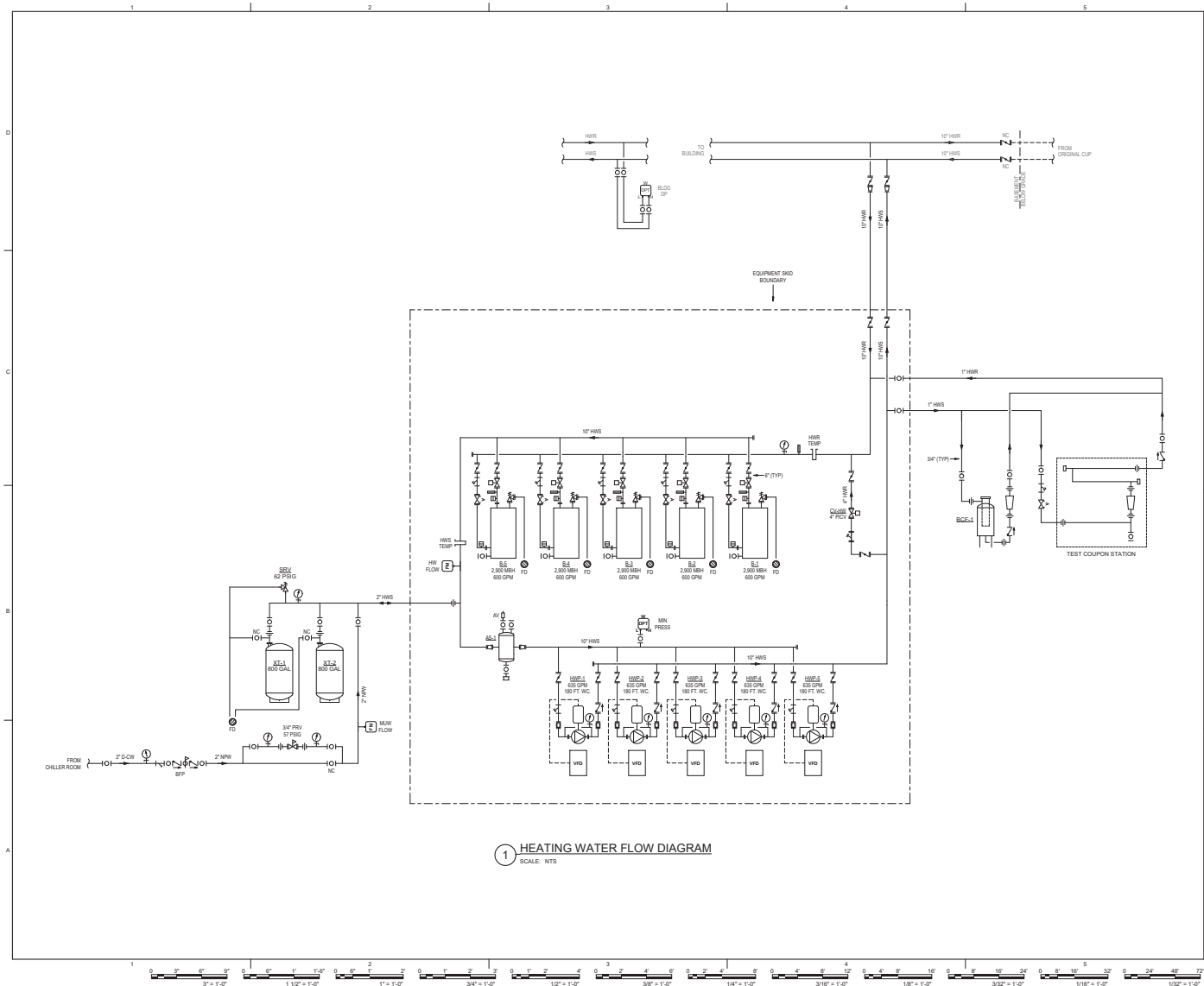
VICINITY
Paycom Center Central Plant - Pkg1
Oklahoma City, OK

REVISION HISTORY		
NO.	DESCRIPTION	DATE

 DESCRIPTION		DATE	
DESIGNED BY: CJF		REVIEWED BY: MTG	
DRAWN BY: APJ		PROJECT MANAGER: JRW	
PROJECT NUMBER: FSB2024-214-00			
SHEET TITLE: CHILLED WATER FLOW DIAGRAM			
ISSUE DATE: AUGUST 02, 2024			
SHEET NUMBER: M-601.2			

PROGRESS SET

Exhibit B-3
Drawings for Vicinity Hot Water Plant




Frankfurt-Short-Bruza Associates, P.C.
5801 Broadway Extension, Suite 500
Oklahoma City, OK 73118-7436
405.840.2931 | fsb-ae.com

Engineering Co-A - 1072 Exp. 6/30/2026
Architectural Co-A - 00199 Exp. 6/30/2025

PRELIMINARY
THIS DOCUMENT IS
PRELIMINARY IN
NATURE AND IS NOT A
FINAL, SIGNED AND
SEALED DOCUMENT

VICINITY
Paycom Center Central Plant - Pkg1
Oklahoma City, OK

[illegible]

	DESCRIPTION	DATE
PROJECT INFORMATION		
DESIGNED BY:	CJF	REVIEWED BY:
		MTG
DRAWN BY:	APJ	PROJECT MANAGER:
		JRW

PROJECT NUMBER
FSB2024-214-00
SHEET TITLE:
HEATING WATER FLOW
DIAGRAM

ISSUE DATE _____

AUGUST 02, 2024

M-602 2

MI 002.2