

Vicinity – Paycom

**Execution Version**

## **ENERGY SERVICES AGREEMENT**

This ENERGY SERVICES AGREEMENT (this “**Agreement**”) is effective as of August 13, 2024 (the “**Effective Date**”), by and **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 CITY PUBLIC PROPERTY AUTHORITY**, 200 North Walker Avenue, Second Floor, Oklahoma City, OK 73102 (“**Customer**”).

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 100 West Reno Avenue, Oklahoma City, OK 73102 (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 (“**Initial Term**”) of the Agreement shall be for a period beginning on the date on which Vicinity is ready to deliver Service to the Premises from its System (the “**Operation Date**”) and ending on the fifth (5<sup>th</sup>) anniversary thereof. This Agreement shall automatically renew at the end of the Initial Term for additional one year terms (“**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 one hundred eighty (180) calendar days prior to the end of the Initial Term. For the avoidance of doubt, the Parties may renew one Service and not the other, or both Services.

### **4. BILLING AND PAYMENT TERMS.**

A. **Billing and Payments.** Vicinity shall bill Customer monthly using either ACH or Vicinity’s payment portal found here: [Customer Portal: Vicinity Energy \(paymentus.com\)](https://paymentus.com). 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 fifteen (15) calendar 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 provide written notice of such dispute to Vicinity. Notwithstanding such dispute, Customer shall pay the entire amount of the invoice. In the event of Vicinity error in calculation of the amount due, Vicinity shall refund the amount of the error within ten (10) calendar days. The Parties will negotiate expeditiously to resolve any such dispute. Customer shall reimburse Vicinity for reasonable actual out of pocket additional 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. Security Deposit/Financial Statements. If at any time Customer fails to pay in full any invoice for Service(s) and such failure continues for longer than ten (10) calendar days past the date due under Section 4A, Vicinity may require "Collateral" defined as a cash deposit, or alternatively, a Standby Letter of Credit provided by a financial institution acceptable to Vicinity, for a total amount covering all amounts then outstanding. As a condition to continued Service Customer shall increase such Collateral within ten (10) calendar days of request by Vicinity at any time the undisputed amounts then outstanding exceed Collateral. If a cash deposit is required, simple interest on deposits at the prime rate of interest as published daily in the Wall Street Journal shall be payable by Vicinity to Customer on such deposit, provided that no interest shall be payable unless the deposit is held longer than ninety (90) calendar days. Vicinity agrees to return the Collateral (i) if Customer has remained current on all invoices for twelve (12) consecutive months subject to the terms of Section 4A within ten (10) calendar days after the end of such 12 month period, and (ii) to the extent any Collateral remains in Vicinity's possession at termination or expiration of the Term, within ten (10) calendar days of such date, net of any amounts then outstanding as of such date. As of the Effective Date, no security deposit is required.

**5. LIMITATION OF LIABILITY.** Except for its 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 if Vicinity meets Service Specifications. 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 three (3) 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, EXEMPLARY, INCIDENTAL 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 WITHIN THE SCOPE HEREOF. 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) calendar 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) 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 Default**”: (1) Customer shall fail to post collateral under Section 4C, if applicable, or to pay any bill for Service(s) rendered or other charges incurred under this Agreement for a period of ten (10) calendar 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) calendar 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, which meets Service Specifications, on a twenty-four (24) hour a day basis in accordance with this Agreement. Vicinity may temporarily curtail or discontinue the supply of one or all Services (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; (c) upon the occurrence of an Uncontrollable Force; or (d) 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 Customer's installation, property or equipment and/or cured the Customer Default; and (ii) paid all amounts due for Services supplied prior to discontinuance, Capacity Charges during such discontinuance, plus a reasonable direct actual out of

pocket 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 one or both Services to Customer without notice on the occurrence of a Customer Event of Default. resulting from nonpayment for any Service. In that event, if Vicinity elects to continue one or both Services, 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 ten (10) calendar days of a termination for a Customer Default, for one or both services, Customer shall pay to Vicinity: (1) any amounts outstanding for Services rendered up to and including the date of termination; (2) any costs expended by Vicinity to provide Services to Customer; and (3) any other incentives provided by Vicinity (collectively the "**Termination Fee**"). If only one Service is terminated, and the Termination Fee for such terminated Service is paid in full, then any subsequent Termination Fee due for termination of the other Service will be the sum of (2) and (3) only for the other subsequent Service termination. Customer acknowledges that the Termination Fee is not a penalty but represents damage due to the 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 Vicinity 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 expense in case of a termination due to a Customer Default, or at Vicinity's expense in the event of a Vicinity Default. Vicinity shall have no further liability or responsibility for any equipment or property as abandoned. Such expense shall not exceed a reasonable additional actual direct cost incurred by Vicinity and paid to a third party.

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. The Service Lines, meters and all Vicinity Equipment installed by Vicinity, including any equipment installed by Vicinity inside the Premises, all as may be further specified on **Exhibit C** 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 and provided to the Customer at least thirty (30) calendar days before the shutoff. Customer is responsible for all damages to, or loss of, any Vicinity Equipment located on the Premises, except as caused by Vicinity employees, contractors, and subcontractors.

## 10. CUSTOMER EQUIPMENT

General. Except as may be specifically provided in this Agreement, Customer has installed and shall operate and maintain, and where required, on the Customer side of the Vicinity meter, the primary customer transfer meter, pumps, valves, regulating and protection devices, and electrical switches as are necessary to receive and utilize Service under this Agreement, all of which as may be further specified on **Exhibit C** (“**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 reasonable 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 and provided to Customer. The written procedures of Vicinity are in addition to and in no way supersede or serve as 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. Such space shall conform to the following minimum requirements: (1) from October 16 through May 14 of each and every calendar year the space shall be kept at no less the 32°F; (2) from May 15 through October 15 of each and every calendar year the space shall be well ventilated. Where electricity or instrument air is required for the operation of Vicinity Equipment, Customer shall, without cost to Vicinity, furnish such electricity and/or service and install wiring and piping to an outlet located conveniently near such Vicinity Equipment. Customer shall provide adequate communications connection facilities to be used by Vicinity for monitoring and metering data transmissions as may be agreed between the parties. 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 to Customer Equipment is reasonably 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 accurate 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 reasonable 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 reasonable additional out of pocket 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 such an 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**") during the Term of the Agreement. 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 to the extent required to allow Vicinity to remove any of the Vicinity Equipment in accordance with the terms 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 reasonable 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 reasonably 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, which consent shall not be unreasonably withheld. If Customer fails to obtain such consent and/or any modification materially adversely affects the operation of Vicinity's or Vicinity's other customers' equipment or facilities, Vicinity may hold Customer liable for the reasonable consequences to Vicinity therefore 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. INDEMNIFICATION.**

A. To the extent provided by applicable law, Customer assumes all risk of and responsibility for, and agrees to indemnify, defend, and hold harmless Vicinity, its parent and subsidiary organizations, affiliates, directors, officers, employees and agents from and against all third-party claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorneys' fees and court costs), to the extent they arise or result from Customer's negligence or willful misconduct in the performance of its obligations under this Agreement.

B. Except as limited by Section 5 of this Agreement, Vicinity agrees to indemnify, defend, and hold harmless Customer, its affiliates, directors, officers, employees and agents from and against all third-party personal injury or property damage claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorneys' fees and court costs), to the extent such claims arise or result from Vicinity's negligence or willful misconduct in the performance of its obligations under this Agreement.

**15. INSURANCE.** All insurance required hereunder shall be primary and noncontributory. 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 calendar 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 is self-insured 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.

**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 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 permits, grants of location (or similar) for Service installation or connection 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 accruing prior to the Uncontrollable Force) 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) calendar 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 similar to the provisions of this Agreement and 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) calendar 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) calendar 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.

**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.

**21. HEDGING.** From time to time, the Vicinity may elect to participate in hedging some or all of the energy costs it consumes to provide Service. 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 immediately pay all amounts due as of such transfer and 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) calendar 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 of Oklahoma (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 Oklahoma County, and each Party hereby submits to the exclusive jurisdiction and venue of such courts for the purposes of such action. 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: to the address set forth in the first paragraph of this Agreement,  
with a copy to:

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

if to Customer:

Oklahoma City Public Property Authority  
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 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. Any prior agreements entered into by and between Vicinity and Customer, or their predecessors, for Service to the Premises (collectively, “**Prior Agreements**”) are hereby deemed terminated, solely to the extent applicable to Service to the Premises, (if such has not been terminated by its terms). 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, including, for the avoidance of doubt, all Prior Agreements, 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. Attorneys’ Fees. The prevailing party in any dispute under this Agreement shall be entitled to recover its reasonable attorney’s fees from the other party.

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 for Service to the Customer, Vicinity shall be entitled to calculate the impact thereof and increase the Service Charges to recover reasonable 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, 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 applicable law, 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 name and logo, and a description of the project described herein, in Vicinity's client roster, marketing materials, press releases and other similar documents and/or communications.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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**

By:   
Name: Kevin Hagerty  
Title: Chief Executive Officer

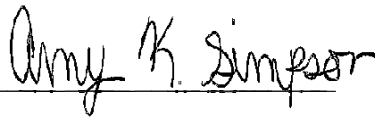
**ATTEST:**

By:   
Name: Lindsey Sands  
Title: Associate General Counsel

**OKLAHOMA CITY PUBLIC PROPERTY  
AUTHORITY**

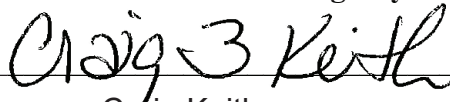
By:   
Name: David Holt  
Title: Chairman

**ATTEST:**

By:   
Name: Amy K. Simpson  
Title: Secretary/City Clerk



**REVIEWED for form and legality.**

By:   
Name: Craig Keith  
Title: Deputy Municipal Counselor

**[EXHIBITS FOLLOW]**



## EXHIBIT A

## SERVICES, 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:

## Paycom Center

100 West Reno Avenue, Oklahoma City, OK 73102

## II. CONTRACT CAPACITY

### Chilled Water

## Hot Water

Capacity:

1,043 tons

9.075 MMBTU

### III. SERVICE SPECIFICATIONS.

### Chilled water

Vicinity will provide chilled water at Customer's Point of Delivery (as identified on **Exhibit C**) 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 (as identified on **Exhibit C**) 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.

### Hot water

Vicinity will provide hot water at Customer's Point of Delivery at an average temperature of 180° Fahrenheit or more. Customer shall return the hot 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 hot water return system, but in no event shall Customer be required to return such hot water at a pressure exceeding the pressure then existing at the Point of Delivery. Except for operating its heating equipment, Customer may not tap into, use or otherwise interfere with hot water in any way which may diminish the flow or change its temperature below the above stated limit. Customer shall not contaminate the hot water. (Contaminate shall be defined as the act, intentional or otherwise, of adding chemicals or other material to the hot water). Vicinity may refuse to continue hot water service to Customer if hot 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 to the hot water without the prior written consent of Vicinity, which shall not be unreasonably withheld.

## 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. Capacity Charges shall accrue beginning on the Operation Date and shall be paid as provided in Section 4 of this Agreement.

1. **RATES FOR HOT WATER SERVICE.** Vicinity shall provide hot water at the rates (the "**Hot Water Rates**") set forth below. The Hot Water 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 (MMBtu) of hot water utilized for the billing period multiplied by the Heating Energy Rate multiplied by the Heating Energy Adjustment Factor

(2) The Heating Energy Rate is \$4.60 per MMBtu of hot water

(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:  
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 1,000 MMBtu and  $F_0 = \$1.80$ ,  $F = \$3.00$ ,  $\text{CPI}_0 = 215.50$  and  $\text{CPI} = 293.591$ ,  
the Heating Energy Adjustment Factor will be:

$$(0.85 \times 3.00/1.80) + (0.15 \times 293.571/215.50) = 1.6211$$

Heating Energy Charge =  $1,000 \times \$4.60 \times 1.6211 = \$7,456.92$ , 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 MMBtu of hot water 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 \$6,000.00 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 9.075 MMBtu/hour, the Heating Capacity Rate of \$6,000.00 per MMBtu/year,  $\text{CPI}_0$  of 215.50 and CPI of 293.591:

The Heating Capacity Adjustment Factor will be:  
 $0.40 + (0.60 \times 293.591/215.50) = 1.2176$

The monthly Heating Capacity Charge will be:  
 $(9.075 \times \$6,000.00)/12 \times 1.2176 = \$5,524.92$  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 \$0.066 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 150,000 ton-hours, Efficiency Rate of \$0.01,  $F_0 = \$1.80$ ,  $F = \$3.00$ ,  $W = \$4.050$ ,  $W_0 = \$2.510$ ,  $\text{CPI}_0 = 215.50$  and  $\text{CPI} = 293.591$ ,

the Cooling Energy Adjustment Factor will be:

$$(0.35 \times 3.00/1.80) + (0.65 \times 293.591/215.50) = 1.4691$$

the Water Usage Adjustment Factor will be:

$$(4.50/2.510) = 1.614$$

Cooling Energy Charge =

$$150,000 \times [(\$0.066 + \$0.01) \times 1.4691 + (\$0.01 \times 1.614)] = \$19,167.83,$$

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 \$204.15 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  $\text{CPI}_0$  of 215.50 and CPI of 293.591 the Cooling Capacity Adjustment Factor will be:

$$0.40 + (0.60 \times 293.591/215.50) = 1.2176$$

For a capacity of 1,043 tons, the monthly Cooling Capacity Charge will be:  
 $(1,043 \text{ tons} \times \$204.15 / \text{ton}) / 12 \times 1.2176 = \$21,605.36$  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<sub>0</sub>** will be defined as 215.50. **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<sub>0</sub>** 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<sub>0</sub>** means the base cost of water of \$2.510 per mgal.

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

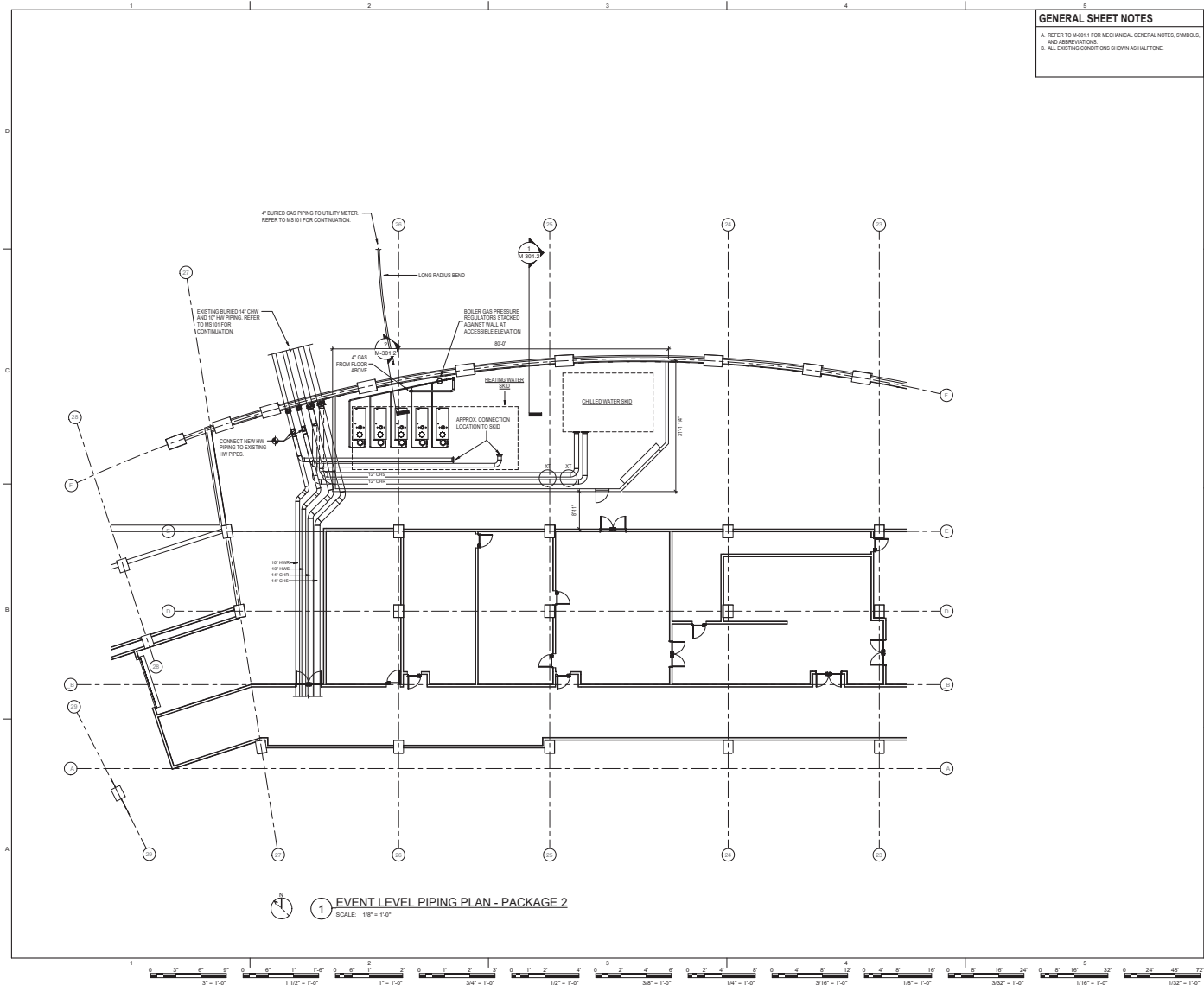


**II. OTHER CHARGES.** The **Meter Charge** for each additional steam, or chilled water meter installed at Customer's request shall be \$50.00 per month. **Lost Water Charge** for chilled water shall be \$12.00 per thousand gallons and \$20.00 per MMBTU for hot water.

**EXHIBIT C**

**PLANS AND DRAWINGS  
POINT OF DELIVERY/POINT OF RETURN**

**[Final plans and drawings to be provided by Vicinity no later than the first anniversary of the  
Operation Date]**



#### GENERAL SHEET NOTES

A. REFER TO M-001.1 FOR MECHANICAL GENERAL NOTES, SYMBOLS, AND ABBREVIATIONS.  
B. ALL EXISTING CONDITIONS SHOWN AS HALFTONE.



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

Engineering CoA - 1372	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 - Pkg2**  
**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:  
EVENT LEVEL PIPING PLAN -  
PACKAGE 2

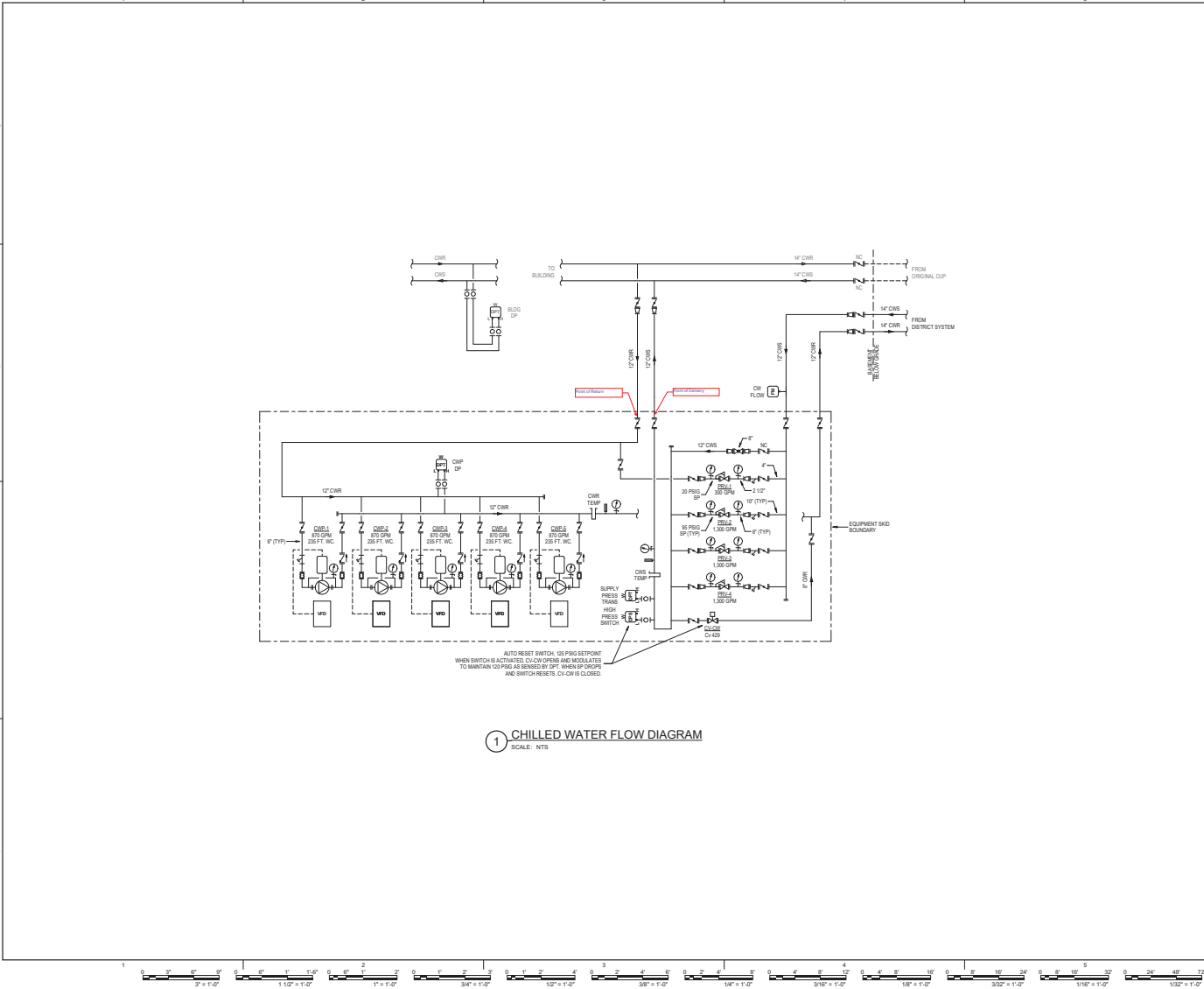
ISSUE DATE  
AUGUST 02, 2024

MP100.2

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Associated Document: Paycom Center Central Plant CHW-CV-M-601.2

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Paycom Center Central Plant - Pkg1  
Oklahoma City, OK

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

NO.	DESCRIPTION	DATE
1	DESIGNED BY	CLP
2	DESIGNED BY	MTG
3	DESIGNED BY	APV
4	DESIGNED BY	APV
5	DESIGNED BY	APV
6	DESIGNED BY	APV
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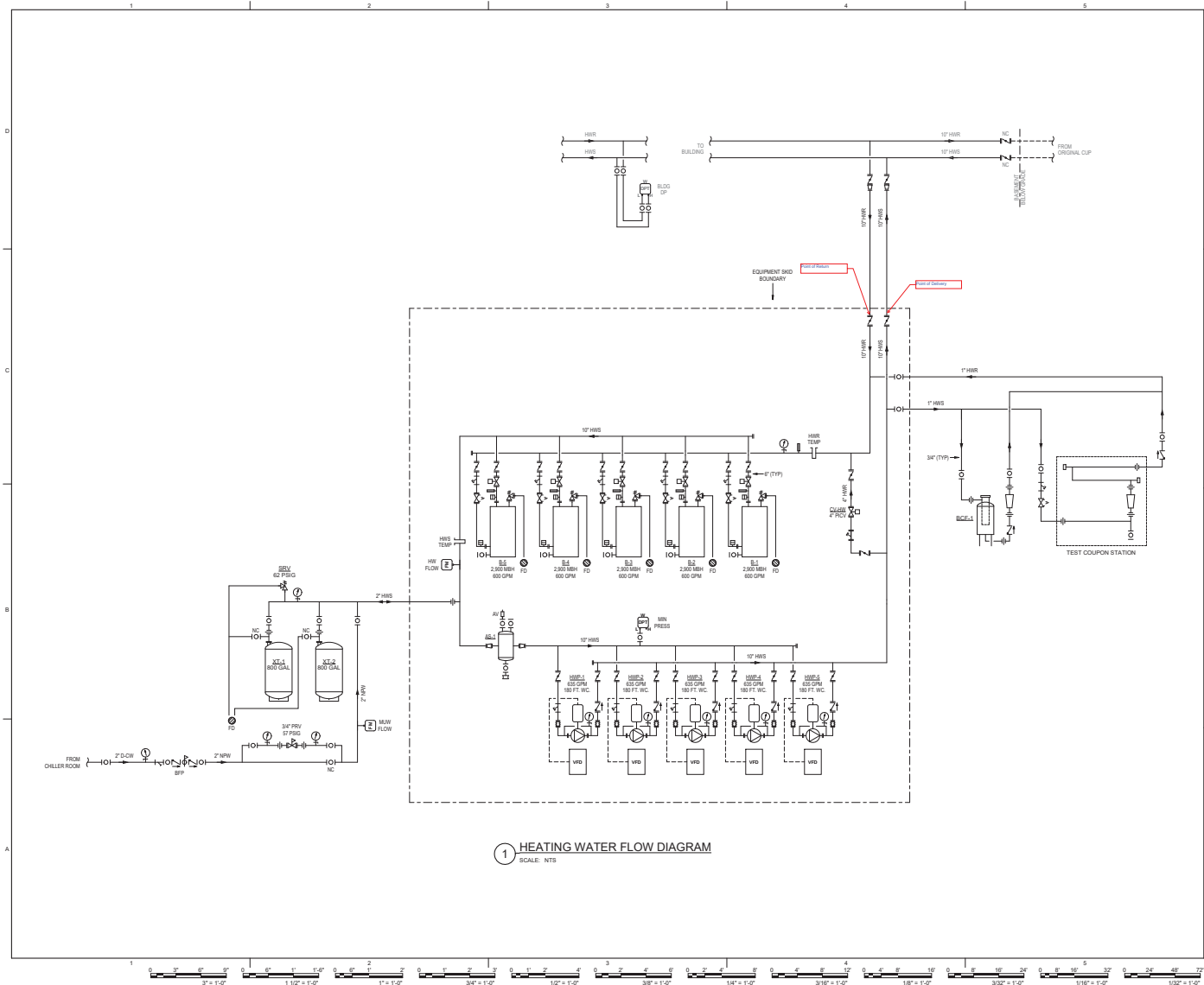
CHILLED WATER FLOW DIAGRAM

AUGUST 02, 2024

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PROGRESS SET




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

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		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

M 002.2

## PROGRESS SET