Execution Version

CHILLED WATER SERVICE AGREEMENT

BETWEEN

ORLANDO UTILITIES COMMISSION

AND

ORANGE COUNTY

FOR

ORANGE COUNTY CONVENTION CENTER PHASES I – V

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CHILLED WATER SERVICE AGREEMENT

THIS CHILLED WATER SERVICE AGREEMENT (this "Agreement") is made and entered into by and between Orlando Utilities Commission, a Florida statutory commission, ("Company"), with a mailing address of 100 West Anderson Street, Orlando Florida 32801, and Orange County, a charter county and political subdivision of the State of Florida, ("Customer"), with a mailing address of P.O. Box 1393, Orlando, FL 32802, as of the date of last executed below (the "Effective Date"). The Company and the Customer may be referred to individually as "party" or collectively as "Parties")

WHEREAS, Company operates and maintains a district energy system in the City of Orlando and Orange County, Florida (the "Company System") in order to, among other things, provide chilled water service (the "Service") to various customers; and

WHEREAS, the Customer owns and operates the Orange County Convention Center located at 9800 International Drive in Orlando, Florida, as more particularly described in **Exhibit A** (the "Premises"), and desires to obtain chilled water service from Company, in accordance with the terms of this Agreement (the "Service"); and

WHEREAS, Company and Customer previously entered into that certain Chilled Water Service Agreement dated September 12, 2000 (the "Original Agreement") for the Premise; and

WHEREAS, Customer desires to continue to purchase Service exclusively from the Company subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

A. Except as otherwise expressly provided herein, all nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural as the context may require, and any reference to a law, code or regulation shall mean such law, code, or regulation as it may be amended from time to time.

B. The following terms shall have the stated definitions:

1. "Actual Capacity" means the maximum quantity of Service, in Tons, provided to the Customer for any consecutive sixty-minute period during the applicable billing cycle.

2. "Affiliates" means any natural person or firm, corporation, partnership, association, trust or other entity which controls, is controlled by, or is under common control with a party; for purposes hereof, the term "control" shall mean the possession directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities by contract or otherwise.

3. "Billing Capacity" means the greater of: (a) the Contract Capacity, (b) the sum of the Contract Capacity and any Excess Capacity, or (c) the maximum Billing Capacity for the previous eleven (11) billing cycles. If it is established to the satisfaction of the Company

that such Excess Capacity resulted from an isolated, non-weather-related anomaly affecting Customer's system which has been corrected and is not likely to recur, then the excess capacity will not be included in the Billing Capacity for the next eleven (11) billing cycles.

4. "BTU" means British Thermal Unit.

5. "Capital Facility Cost" means the direct cost (without OUC markup or overhead), estimated in 2022 at $46,654,677 including the Orange County Wastewater Fees and, if required, Temporary Chilled Water Services. The general scope of work under the Capital Facility Cost includes: (a) the CEP Capital Cost; (b) all contracts and permits entered into by Company to complete the decommissioning of the OCCC North Plant and OCCC South Plant; and restoration of OCCC North Plant, as further described in **Exhibit F**, and (c) interest accrued at 4.5% from the Effective Date through the Commercial Operation Date on funds expended by Company to pay the expenses set forth in clauses (a) and (b). Such Capital Facility Cost may be adjusted if there are changes to the design criteria, construction and site requirements set forth in this Agreement or schedule delays caused by Customer. Pursuant to Article 3, Company shall issue one or two RFPs, as the case may be, soliciting proposals for the scope of work under the Capital Facility Cost; and Company shall inform the Customer about the results of the process. The Parties acknowledge that, Company has incurred out-of-pocket costs for engineering and preconstruction activities, which costs will be part of the Capacity Facility Cost. Any costs resulting from design or drawing errors shall be the responsibility of the Company.

6. "Central Energy Plant" or "CEP" shall mean the chilled water plant as identified and set forth in **Exhibit F**, along with any replacements thereof or any additions specifically approved by Customer.

7. "CEP Capital Cost" means the direct cost (without OUC markup or overhead), of (a) all contracts entered into by Company to complete the planning, design, permitting, equipment purchasing, construction, and startup of the CEP, as further described in **Exhibit F;** including the CEP Connection Fees; and any costs to flush and charge the CEP and Company System at startup and through the Commercial Operation Date. Such CEP Capital Cost may be adjusted if there are changes to the design criteria, construction and site requirements set forth in this Agreement or schedule delays caused by Customer. In the event the initial installed capacity of the CEP exceeds 12,300 tons, the portion of the CEP Capital Cost allocated to the Customer shall be the prorated value on a dollar per ton basis calculated as follows: [CEP Capital Cost x (12,300 Tons / CEP installed Tons)].

8. "CEP Connection Fees" means the following costs to be paid by Company, each to the extent owed in connection with the CEP: (i) the Orange County Wastewater Fee, if applicable, (ii) water system development charges, and (iii) electric connection costs incurred by Company; and considered part of the CEP Capital Cost.

9. "CEP Site" shall mean that certain parcel of real property more particularly described in the **Exhibit I**.

10. "Chilled Water Master BTUH Meter" means the equipment shown in **Exhibit C**, which is necessary to provide the delivery and metering of Service. The Parties acknowledge that the meters currently exist, and their current locations shall remain the same.

11. "Commercial Operations Date" means the date set forth in Article 3(A) agreed to by Company to be the date that the Service and full Contract Capacity will be made available to Customer.

12. "Company" means the Orlando Utilities Commission.

13. "Company Energy Consumption" means the power required to operate the pumps on the Company's side of the Heat Exchanger where applicable.

14. "Company System" means the interconnected combination of chilled water production and distribution components, comprising the system owned and operated by Company in the City of Orlando, Orange County, Florida. The Chilled Water Master BTUH Meter, Pressure Sustaining Valves (if applicable) and Heat Exchangers (if applicable) are part of the Company System, whether located outside of or inside the Premises.

15. "Consumption" means the ton-hours used by the Premises during the billing period.

16. "Contract Capacity" means the maximum quantity of Service, in Tons, contracted to be delivered during any consecutive sixty-minute period for the Premises.

17. "Customer" means Orange County, Florida and its successors and/or assigns.

18. "Company Event of Default" means the meaning as set forth in Article 12(A) of this Agreement.

19. "Customer Event of Default" means the meaning as set forth in Article 12(B) of this Agreement.

20. "Customer Show Day" means days when shows, conventions or other gatherings are scheduled.

21. "Customer System" means the interconnected combination of fans, blowers, ducting, dampers, and controls used to distribute and control conditioned air within the Premises; and the secondary pumps, pipes, valves, fan coils, air handlers, roof-top units, controls, and related equipment used to distribute and control chilled water within the Premises starting from the Company's Point of Delivery and ending at the Company's Point of Return, except where components of Company's System are installed as integral components of the Premise's chilled water system as further defined in Exhibits C and F attached hereto, through which the Customer will (a) receive the Service and use the Service as its sole source for cooling air within the Premises and return Service to Company and (b) distribute and control cooled air into all air conditioned portions of the Premises.

22. "Design-Build Firm" means those certain Company prequalified contracting firms that provide design and construction services; and that are expected to respond to the RFP.

23. "Excess Capacity" means the quantity of Service, in Tons, provided in excess of the Contract Capacity.

24. "Extended Term" has the meaning as set forth in Article 3.D. of this Agreement.

25. "Heat Exchanger" means those parallel heat exchangers, booster pumps, and related equipment to be supplied by Company, if applicable, as more specifically set forth in **Exhibit C** hereto and are necessary to hydraulically separate the Company and Customer.

26. "Initial Term" has the meaning as set forth in Article 3.B. of this Agreement.

27. "OCCC North Plant" means that certain chilled water plant located at the Premise that was built by Customer in or about 1988, and modified by Company in 2007, with approximately 3,050 Tons installed.

28. "OCCC South Plant" means that certain chilled water plant located at the Premise that was built by Customer in or about 1992 with approximately 12,450 Tons installed.

29. "Operation Date" means the date determined by Customer as set forth in Article 3 paragraph A and agreed to by Company to be the earliest date that initial Service by Company is required to commence in order to start-up the Customer System.

30. "Orange County Wastewater Fee" means the sewer service fee assessed by Orange County Utilities for the collection, treatment and disposal of the wastewater originating from the CEP. Customer shall be responsible for negotiating a waiver of the fee with Orange County Utilities at no cost to the Company. In the event Customer is not successful in negotiating a waiver, the fee shall be added to the CEP Connection Fees.

31. "Overall Project Coordination Schedule" means the Company and Customer's combined milestones, activities and deliverables including the anticipated commencement and completion dates of construction.

32. "Phases 1, 3, 4, 5 and 6 means those certain areas in the Premises that receive Service from the OCCC South Plant and the TES.

33. "Phases 2 and 2A" means those certain areas in the Premise that receive Service from the OCCC North Plant.

34. Point of Delivery" means the point where Service is delivered to Customer, as described in **Exhibit C**.

35. "Point of Return" means the point to which Company extends its service line to receive chilled water, as shown in **Exhibit C**.

36. "Premises" means the building located at 9800 International Drive in Orlando, Florida, as further described in **Exhibit A**.

37. "Pressure Sustaining Valves" means those valves supplied by Company, if applicable, to regulate Customer System pressure to be compatible with Company System pressure as shown in **Exhibits C**.

38. "Prices and Charges for Service" has the meaning as set forth in the Section of this Agreement entitled "Prices and Charges for Services".

39. "Pump Station #1" means that certain chilled water pump facility owned and operated by Company comprised of five (5) 200 HP pumps, variable frequency drives and fan coils; and located inside the Premise.

40. "Request for Proposals" or "RFP" means that Company's proposal solicitation process for the design, construction, decommissioning, and demolition and restoration services required to complete the scope of work as generally described in Article 27.

41. "Renewal Term" has the meaning as set forth in Article 3.B. of this Agreement.

42. "Service" means supplying chilled water to the Customer under the terms, conditions, and criteria set forth in this Agreement to the Point of Delivery.

43. "Show Days" means Customer published show days.

44. "System" means the Company System and the Customer System to be used in combination by Company to provide Service hereunder.

45. "Temporary Chilled Water Services" means those certain temporary air-cooled chillers with a combined capacity of approximately 500 tons and the associated ancillary equipment needed to provide cooling during the restoration of the OCCC North Plant. The cost to provide temporary air-cooled chillers and the associated ancillary equipment, including but not limited to, equipment rental; insurance; installation and removal and maintenance shall be added to the Capital Facility Cost; and the Customer shall be responsible for the cost of the electric power required to operate the system.

46. "Term" means both the Initial Term and any Renewal Term under this Agreement.

47. "Thermal Energy Storage" or "TES" means that certain chilled water tank located in the International Drive district that is part of the Company System.

48. "Third-Party Firm" means that certain firm to be selected by mutual agreement of the Parties to perform a plant assessment study of the CEP equipment that is dedicated to Customer as further described in Article 15.

49. "Ton" means a time rate of cooling equal to 12,000 BTU per hour.

50. "Ton Hour" means the amount of thermal energy in tons (12,000 BTU) absorbed or rejected in one hour.

51. "Turnkey Pricing" means that certain Company's construction contract, awarded by Company through an RFP process.

52. "Weighted Average Differential Temperature" means the ration in degrees Fahrenheit of the total Ton Hours consumed by the Customer during the billing period multiplied by an industry accepted constant value of twenty-four and divided by the total gallons per minute of chilled water used by Customer during the same billing period.

a. Weighted Average Differential Temperature = (total Ton Hours during the billing period x 24 / total gallons per minute of chilled water during the billing period)

ARTICLE 2. CONDITIONS OF SERVICE

A. The Company agrees to supply to Customer and Customer agrees to purchase from the Company all of its Service requirements for the Premises during the Term of this Agreement and subject to the terms and conditions hereof, including the attached Exhibits. The OCCC remote building and Orange TV facility located at 9860 Universal Blvd Orlando FL, 32819 shall be exempt from this requirement.

B. The Company shall design, locate, own, construct, install and maintain, at its expense, all the equipment and piping not designated as part of the Customer System necessary to produce and deliver the Contract Capacity of chilled water to Customer at the Point of Delivery and to receive return water from Customer at the Point of Return as shown in **Exhibit C**.

C. All Customer piping currently exists. Existing piping shall not be modified without mutual agreement of Customer and Company. Customer shall be responsible for the maintenance of piping on the Customer's side of the Company System. For future Customer expansions or modifications, Customer shall be responsible for the design, installation or restoration as the case may be, inspection, testing and maintenance of the necessary chilled water pipe and pipe penetrations into and out of the Premises including but not limited to pipe and pipe penetrations through and under the Premises' foundation and all chilled water pipe risers and penetrations as necessary to connect Company's System equipment and allow the Company to deliver the Service.

D. The Company shall, at its expense, furnish, install, own, operate and maintain a standard Chilled Water Master BTUH Meter as further described in **Exhibit C**. The Chilled Water Master BTUH Meter will include such metering equipment, as Company deems necessary and/or appropriate to measure and monitor the Service to the Premises.

For future Customer expansions or modifications, Customer shall (1) complete to Company's reasonable satisfaction all aspects of design, permitting, construction or restoration as the case may be, testing, inspection, and commissioning of the Customer System, including without limitation the determination of the air conditioning load, structural requirements for Company's Heat Exchanger equipment if applicable, construction and installation of all internal piping, conduit, pumps, and related equipment within the Premises necessary for Customer to connect to Company's System at the Point of Delivery, Point of Return, Chilled Water Master BTUH Meter; and Pressure Sustaining Valves and Heat Exchanger

as the case may be; (2) develop and coordinate a mutually agreed construction schedule incorporating Customer and Company's scope of work and the duration of construction tasks; (3) provide Company and its employees, agents, and contractors full access and properly prepared locations within the Premises or on the Customer's property, and within construction zone barricades in rights of way during construction for installation of the Company System to accommodate completion of Company System prior to the Operation Date; (4) provide Company easements, rights-of-way, or other rights of access shown in **EXHIBIT D** (if any) in recordable form; (5) provide Company and its employees, agents, and contractors full access to Company owned equipment for the purposes of operation, maintenance, and inspections; (6) agree not to operate, modify, obstruct, or tamper with Company System equipment or piping and conduit from Point of Delivery and Point of return comprising the Customer System; (7) maintain a dry and adequately air conditioned or ventilated space including power; (8) furnish the necessary equipment to measure the Company's energy consumption including but not limited to a dedicated electric power line from the transformer to the room where Heat Exchanger is located, if applicable, as well as conduit, wire, meter base and meter (the power meter shall be installed by Customer at a location of reasonable access to the utility's meter reader, Company will pay for the electrical usage costs of the Company's Energy Consumption); (9) provide security, lighting, and access to all Company System equipment; (10) provide Company with emergency contact phone, cell, or pager numbers for Customer's Premises operation personnel; and (11) agree to properly maintain the Customer System to ensure proper operation and compliance with Company standards. In the event of unforeseen conditions that arise or result from Customer's future expansions and that adversely impact's Company's ability to serve Customer, or other customers served by Company, or requires Company to incur additional costs to relocate, redesign, or modify Customer's property or Company's System in order serve Customer, or other customers served by Company System, Customer shall reimburse Company for such additional costs including service suspension fees owed by Company to other customers. Company's inability to provide service due to unforeseen conditions that arise or result from Customer's future expansions shall not be a breach of the Company's obligations.

E. Customer shall provide and maintain preexisting Customer System equipment required for the Company to provide Service to the Premises in accordance with generally accepted industry practices and in compliance with **Exhibit C**. For future Customer expansions or modifications, Company retains the right to review the final design of Customer System to ensure compliance with Company standards, and the right to inspect Customer System prior to commencement of Service. Company shall promptly advise Customer if any design of the Customer System shall not meet Company's standards and Company shall make recommendations to Customer to ensure compliance with Company standards. Company's rights of review and inspection hereunder shall not subject Company to any liability to Customer and shall not constitute any warranty or guarantee of performance or effectiveness. Customer hereby acknowledges that it is relying on its engineers and agents and not the Company regarding the final design and installation methods of the Customers System piping and equipment within the Premises or on the property.

F. Beginning with the Operation Date and throughout the Term of this Agreement, Customer assumes responsibility for proper maintenance, operation and, if necessary, replacement of the Customer System. In the event the Customer System is deemed to be unsafe or not in material compliance with applicable laws, rules, regulations or ordinances, Company may immediately suspend the delivery of

Service without prior notice until the condition is corrected in accordance with or to comply with such laws, rules, regulations or ordinances.

G. Customer hereby acknowledges that the chilled water piping system from the Point of Delivery to a general location near the secondary pumping system is intended to provide Service to the Premises. In the event such general section of the chilled water piping system beyond the Point of Delivery inside the Premises is deemed to be unsafe or not in material compliance with applicable laws, rules, regulations or ordinances, Company may immediately suspend the delivery of Service without prior notice until the condition is corrected in accordance with or to comply with such laws, rules, regulations or ordinances; and such action shall not constitute an event of default by Company.

H. Customer shall give Company not less than 550 days advance notice of any intention to increase significantly its requirements for Service. If Customer's need for Service is in excess of the Contract Capacity, Company shall use reasonable efforts to provide all of Customer's requirements for Service, but shall not be obligated to provide such excess Service. The inability to deliver Service over and above the Contract Capacity shall not be a breach of the Company's obligations, and Company shall have the right to require Customer to reduce its usage to the Contract Capacity. If the Company delivers such excess Service, the additional capacity shall constitute "Excess Capacity". If all or a portion of the Excess Capacity represents a permanent change in Customer's requirements, and Company is able to continue to deliver such Excess Capacity, the Parties may agree to amend the Contract Capacity (**Exhibit A** hereto), to include such Excess Capacity.

ARTICLE 3. TERM

A. The Parties intend that the Operation Date shall be February 6, 2028. In the event the construction schedule is delayed due to unforeseen conditions including Force Majeure events, the Original Agreement will continue in effect and the Parties shall agree to an alternative Operation Date. The Parties agree that the Commercial Operations Date shall be the date that the scope under Exhibit F is completed.

B. The initial term of this Agreement shall commence on the Commercial Operation Date and terminate on the twentieth anniversary of the Commercial Operation Date (the "Initial Term"), unless otherwise terminated pursuant to the terms and conditions of this Agreement. At any time following the tenth (10th) anniversary of the Operation Date, this Agreement may be terminated by Customer provided that; (1) the Customer has paid the Company for the Fixed Capital Charge as described in Exhibit B for the remaining portion of the Initial Term. This Agreement may be extended upon mutual agreement of the Parties as set forth in Article 15 and continue in effect for one (1) ten-year renewal period upon the mutual agreement of the Parties (the Renewal Term).

C. If Company is ready and able to provide Service to the Point of Delivery and Customer fails to accept Service within thirty (30) days of the Commercial Operation Date, Customer shall, as a liquidated damage and not a penalty, pay for the Fixed Capital Charge and Capacity Price for the period.

D. Approximately ninety (90) days after the execution of this Agreement, Company shall issue an RFP for the scope of work under the Capital Facility Cost.

E. In the event the Company's RFP results in a Capital Facility Cost no greater than 20% above of the original estimate of $46,654,677, Company shall proceed with the scope of work under the Capital Facility Cost. Subsequently, the Original Agreement shall be extended until the CEP is available to provide Service.

F. In the event the Company's RFP results in a Capital Facility Cost greater than 20% of the original estimate of $46,654,677, Customer shall have the option to extend the Original Agreement for a term not to exceed two (2) years ("Extended Term"). One year prior to the expiration date of the Extended Term, Company shall issue a second RFP to reassess the scope of work under the Capital Facility Cost. Notwithstanding, the second RFP shall also solicit alternate pricing for: 1) the restoration of the OCCC South Plant; and 2) the relocation of Pump Station #1.

G. In the event the Company's second RFP results in a Capital Facility Cost no greater than 20% above of the original estimate of $46,654,677, Company shall proceed with the scope of work under the Capital Facility Cost. Subsequently, the Original Agreement shall be extended until the CEP is available to provide Service.

In the event the Company's second RFP results in a Capital Facility Cost greater than 20% of the original estimate of $46,654,677, Company shall proceed with one of the following options based on the pricing in Article 3. F: 1) the construction of the CEP; or 2) the restoration of the OCCC South Plant including the relocation of Pumps Station #1. Subsequently, the Original Agreement shall be extended until: 1) the CEP is available to provide Service; or 2) the OCCC South Plant is available to provide Service and the relocation of Pump Station #1 is completed, as the case may be.

H. Notwithstanding the foregoing, the OCCC North Plant shall be subject to a restoration schedule to be determined during the RFP process and the Prices and Charges for Service described in the Exhibit B of this Agreement shall apply to Phase 2 and 2A upon completion of the restoration process.

I. Prior to the commencement of the Extended Term, Company shall have the option to issue an RFP for the maintenance of the equipment at the OCCC North Plant and OCCC South Plant; and to adjust of the Capacity Price in the Original Agreement based on the RFP results.

J. As a condition precedent to the Extended Term, the Original Agreement shall be amended by removing the Suspension Fees during the Extended Term.

ARTICLE 4. PRICES AND CHARGES FOR SERVICE

Customer shall pay the "Fixed Capital Charge", the "Capacity Price", the "Consumption Price" and all other applicable charges and fees for Service as detailed in Exhibit B (the "Prices and Charges for Service").

ARTICLE 5. BILLING

A. Billing and Payments.

1. Company shall bill Customer monthly for Service provided by Company during the prior month. Payment to Company is due by the due date of the bill. Thereafter, an administrative late fee will be charged at the Company's prevailing rate per month on all outstanding balances due to Company, which is currently ZERO and NO/100 DOLLARS

($0.00) for government entities. This rate may be modified by the Company after providing written notice to Customer at least ninety (90) days prior to the OUC Commission meeting where the vote on the rate modification will occur and the written notice shall include the proposed rate and proposed effective date of such rate. No dispute as to payments due any party hereunder shall relieve the obligation to pay the amounts invoiced when due, or Company's obligation to provide Services, subject to later adjustment as mutually agreed upon by the Parties for such disputed amounts.

2. The charges for Service shall begin on the Operation Date specified in Article 3.A., unless otherwise stated herein.

B. Contract Capacity Adjustments.

1. If for any reason Company is unable to provide Service in accordance with the provisions of this Agreement when Customer is capable of accepting Service and Customer is adversely affected by the same, then in addition to other remedies provided hereunder, the sum of the Fixed Capital Charge plus the Capacity Charge on the Customer's bill for the applicable month shall be adjusted based on the period and degree to which Service is curtailed or suspended (Suspension Fee) as follows.

Period	Degree	Adjustment
2 to 4 hours	Above 46°F	½ day
4 to 12 hours	Above 46°F	1 day
12 to 18 hours	Above 46°F	1½ days
18 to 24 hours	Above 46°F	2 days
24 hours and above	Above 46°F	2 days + ½ day (for each additional 12 hours)

One (1) day capacity charge = [(contract capacity x current capacity charge) / 30 days]

2. There shall be no adjustment of, or reduction in, the monthly Capacity Charge due to Customer's failure (whether such failure is voluntary or involuntary) to accept Service during any billing period in which Company was ready and able to supply Customer's Service requirements in accordance with the provisions of this Agreement or for periods where Customer was unable to accept Service had it been available.

3. If an unscheduled outage occurs wherein Service is interrupted or the Service water temperature is above 46 degrees Fahrenheit during any calendar day on which a Customer Show Day is scheduled at a specific Phase, and Customer is adversely affected by the same, then Company shall pay Customer a fee according to the following schedule:

Period	Adjustment
2 to 12 hours	$50,000
12 to 18 hours	$50,000 + 1.5 days Suspension Fee
18 to 24 hours	$50,000 + 2.0 days Suspension Fee
Above 24 hours	$120,000 + 2.0 days Suspension Fees (plus 1/2-day Suspension Fee for each additional 12 hours)

Notwithstanding the foregoing, Company shall not be liable for payment of any such fee for (i) deviations in Service water temperatures above 46 degrees Fahrenheit during the above Customer Show Days if such deviations are no more than thirty (30) consecutive minutes in duration at any given time during the calendar day; or (ii) an event that is beyond the control of the Company which results in the failure of some performance under this Agreement, including, but not limited to, the following: chilled water line breaks caused by others, power outage, acts of terrorism, accident.

C. Taxes and Surcharges

To the extent required by law, Company shall charge and Customer shall pay all taxes, including any taxes imposed upon the Customer's purchase of the Service, which the Company is required to collect. To the extent permitted by law, Company shall charge and Customer shall pay a surcharge reflecting a proportionate portion of any tax, or any license, occupation, consumption, franchise fee or similar fee imposed by any federal, state or local governmental authority on Service provided by the Company. Current rate of tax charges is 0.0%, but subject to change provided written notice is received by Customer at least thirty (30) days in advance.

D. Change of Law

The Prices and Charges for Service assume a continuation of present laws and regulations and the administration interpretation and application 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, and any such charge increases the Company's cost of labor, fuel, operating, maintenance, environmental, or other costs of providing the Service (including the imposition of any new tax, fee or surcharge other than federal, state or local taxes based on net income), then Company will adjust the above charges to reflect any such cost increases. The Company shall be entitled to calculate the annual impact thereof and increase its Prices and Charges for Service to recover such added expenses without profit, on an equitable pro rata basis, from all of the Company's customers.

ARTICLE 6. METERING

A. Meters

Company shall bill Customer based on monthly readings from the Company Chilled Water Master BTUH Meter as described in **Exhibit C** or other metering technology as determined appropriate by Company.

B. Verification of Meter Readings

Company shall inspect the flow and temperature sensing components of the Chilled Water Master BTUH Meter to confirm their operation within manufacturers' specifications at least once every year at Company's sole expense. If an inspection establishes the meter is not performing as required, Company shall repair or replace the Chilled Water Master BTUH Meter at the sole cost and expense of the Company. Customer may request an additional meter inspection at any time, provided that if the meter is found to be accurate, Customer will bear the cost of the inspection.

C. Bill Adjustments Based on Estimated Use

If the date that any proven meter inaccuracy began cannot be determined, a 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 the inaccuracy, but in no case shall such adjustment be for a period greater than two (2) months. If a meter fails to provide usable readings, the quantities of Service to be billed for such period will be estimated by the Customer and Company based on best engineering practices, including, but not limited to, one or more of the following:

1. Previous usage history
2. 30-day system average
3. Comparable metered usage of other buildings
4. Average per-day use.

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.

ARTICLE 7. PERMITS, LICENSES, EASEMENTS, AND REGULATORY AUTHORITY

A. Permits and Easements

The Parties agree that all obligations of the Company to perform under this Agreement are contingent upon and subject to the Company's ability to secure and maintain all permits, easements, ordinances, licenses, agreements, and approvals required to provide Service. Company may terminate this Agreement upon prior written notice to Customer in the event any such permit, easement, ordinance, license, agreement, or approval cannot be secured or maintained. Customer shall reasonably assist and cooperate with Company, and shall allow the routing and installation of all reasonable and necessary service lines

and equipment within and on Customer's property and the Premises. Customer hereby grants to Company all necessary rights-of-way, access rights, easements and licenses during the term of this Agreement for such purposes at no cost to Company. Customer further agrees to execute such easements, licenses, grants, deeds, or other documents as Company may require to enable it to record such rights-of-way, licenses and easements as described in **EXHIBIT D.** Notwithstanding anything contained herein above, an easement for Company access shall only be deemed necessary in the event the OCCC South Plant is not decommissioned and demolished. Said easement shall be for access to the OCCC South Plant and facilities associated therewith. The Parties acknowledge that a license is sufficient for all other Company access.

B. Regulatory Authority

This Agreement is made in all aspects subject to the terms and provisions of the Florida statutes and acts amendatory thereto, and the terms and provisions of any applicable franchise, ordinance, rule, regulation, or statute applicable to Company or the provision of Service hereunder. The Parties recognize and acknowledge that Company is subject to the jurisdiction of the City of Orlando, Orange County, the State of Florida, and other governmental agencies. Nothing contained in this Agreement shall be construed as divesting any regulatory body of any of its rights, jurisdiction, powers, or authority conferred by law. Company's obligation to provide Service under this Agreement is expressly conditioned upon receipt and continued validity of such regulatory approvals or authorization as may be required.

ARTICLE 8. LIMITATION OF LIABILITY

A. Injury or Damage

Company shall not be liable for any injury or damage (1) resulting in any way from or arising in connection with the use of the Service by Customer or by third Parties; or (2) caused by Customer's negligence or misconduct, or (3) caused by Customer's failure to properly operate and maintain the Customer System.

Customer shall not be responsible for any injury or damage to the Company, its employees, agents, or representatives due to services coming to Customer's property, except and to the extent such injury or damage is caused by the negligence of Customer.

B. No Warranty

Company does not give any warranty, express or implied, as to the adequacy, safety or other characteristics of the design of the Customer System or any associated structures, equipment, wires, mains, pipes, valves, appliances, or other devices owned, leased, installed or maintained by Customer, or assume any obligation as to the design, operation or maintenance of Customer's Facility even if Company inspects Customer's design, installation, or operation of such facilities for compatibility with the Company System and Company Standards.

C. Customer Comfort Level

Company shall have no responsibility within the Premises for temperature comfort levels, which are controlled and determined by the Customer. Customer shall promptly notify Company of any concerns about the quantity or quality of Service received.

D. No Consequential Damages

Subject to the express provisions of the Warranties and Representations Section or Indemnification Section hereof, or any other section herein as may be applicable, it is specifically agreed and understood that neither party will be responsible to the other for any indirect, special, incidental or consequential loss or damage whatsoever (including lost profits, loss of use, opportunity costs, and any other damages at common or statutory law) arising out of this Agreement or anything done in connection herewith, including but not limited to:

1. Customer's failure to accept, or Company's failure to deliver, Service at any time; or

2. any condition on Company's System or Customer's System which is imminently likely to endanger life or property; or

3. the construction, engineering, repair, inspection, supervision, testing, protection, operation, maintenance, replacement, use or ownership of either party's equipment and/or facilities.

This Article shall apply whether any such indirect, special, incidental or consequential 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.

E. Limitations on Government Liability

Nothing in this Agreement is to be considered as a waiver of immunity or limits of liability of Company or Customer beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other State statute, and nothing in this Agreement inures to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

ARTICLE 9. INDEMNIFICATION

Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

The Company agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the Parties):

"The Company's contractor/consultant shall indemnify and hold harmless the Customer from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

ARTICLE 10. WARRANTIES AND REPRESENTATIONS

Services provided by the Company and delivered to the Customer under this Agreement are intended for typical commercial office premises and HVAC applications, and shall meet the specifications set forth in **Exhibit A** attached hereto. Except as stated in the preceding sentence, Services are delivered and sold to Customer hereunder "as is" and no warranties or guarantees are given regarding the quality of the Services, either statutory, express or implied. THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SERVICES. The Company will monitor the chilled water in its System for corrosion and adequate treatment consistent with district cooling industry practices and standards. No other warranties are applicable to this Agreement or to the Service provided herein.

ARTICLE 11. DISCONTINUANCE OF SERVICE

A. The Company 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. If a Company Event of Default occurs hereunder, then Company shall provide at its sole cost, but subject to the normal Prices and Charges for Service as set forth herein, alternate Service to Customer until either (1) normal Service is reestablished or (2) for a reasonable period of time after Company's default and termination by Customer so as to allow Customer the opportunity to secure a replacement system. If a termination has occurred, the reasonable period of Service after termination shall include, at a minimum, reasonable time necessary to allow Customer to do all appropriate engineering to procure, install and start-up new cooling equipment, and perform other reasonable and related tasks.

B. The Company may temporarily curtail or discontinue the supply of Service if the Customer System or Premises are dangerous or defective, in an emergency, or to comply with a notice or order from a governmental authority requiring immediate action. Company shall use reasonable efforts to provide prior notice in the case of emergencies. In all other cases, Company will provide Customer with a written notice and thirty (30) days from the date of said notice to cure the deficiency. If Customer fails to cure the noted deficiency within the prescribed cure period, Company may discontinue Service until such condition is corrected.

C. The Company may temporarily curtail or discontinue the supply of Service to Customer if it becomes necessary to maintain, repair, replace or change the Company System on or off the Premises. Except in the case of emergencies, Company shall provide reasonable prior notice and such regular maintenance, repair, changing of equipment or replacement, which shall be coordinated with the Customer to minimize the effect of the Service interruption. Company shall endeavor to complete these services with minimal impact to the Service.

D. Subject to the terms and conditions hereof, in addition to any and all other rights and remedies available at law or in equity, Company shall have the right, but not the obligation, to discontinue Service to Customer on the occurrence of a Customer Event of Default. Company shall provide written notice to Customer and Customer shall have thirty (30) days from Customer's receipt thereof to cure said deficiency, or in the event of non-payment, Customer shall have thirty (30) days to cure such non-payment. If Customer fails to cure the Customer Event of Default during the applicable cure period, Company may discontinue Service until cured.

E. In the event of discontinuance of Service by Company in accordance with the terms and conditions hereof due to a Customer Event of Default, Service shall not be recommenced until and unless Customer shall:

1. Correct any dangerous or defective condition in the Customer System and Premises (as applicable) and cure any Customer Event of Default, and

2. Pay all amounts due for Service supplied by Company prior to discontinuance and the cost of Service disconnection and reconnection more particularly described on **Exhibit B**.

ARTICLE 12. DEFAULTS

A. Company Default

Any one of the following events shall constitute a "Company Event of Default:"

1. Unexcused failure by Company to supply Service to the Premises (from the System or by any alternate service, including, but not limited to, portable air-cooled chiller(s)) for a period of forty-eight (48) consecutive hours after notification from Customer of such failure; or

2. Unexcused failure by Company to comply with any other material provision of this Agreement and failure to cure or remedy that default within the designated cure period in the Agreement, or if none is provided, then within thirty (30) days after notice and written demand by Customer to cure the same, or such longer period as may be reasonably required to cure such default.

B. Customer Default

Any one of the following events shall constitute a "Customer Event of Default":

1. Customer shall fail to pay any bill for Service rendered or other charges incurred under this Agreement for a period of thirty (30) days after the due date of the invoice therefore; 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 notice and written demand by Company to cure the same or such longer period as may be reasonably required to cure such default.

ARTICLE 13. 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.

A. Company agrees to provide or cause to be provided, at its sole cost, during the Term of this Agreement, commercial general liability insurance or self-insurance in the amount of not less than $1,000,000/$3,000,000 bodily and personal injury and $1,000,000 property damage and to maintain workers' compensation insurance in accordance with legal requirements. Company shall furnish certificate or evidence of self-insurance with 30-day cancellation notice.

B. Customer at its sole cost and expense shall at all times during the Term maintain adequate property insurance for loss or damage (a) by fire and all other risks embraced by standard "extended coverage" endorsements, (2) by sprinkler leakage, and (3) from explosion of high pressure steam boiler, air-conditioning equipment, pressure vessels, motors or similar equipment, as well as commercial general liability insurance in the amount of not less than $1,000,000/$3,000,000 bodily and personal injury and $1,000,000 property damage. The insurance required to be maintained by Customer shall name Company as an additional insured as its interest may appear shall include a waiver of subrogation in favor of the Company and shall extend, as appropriate, to the benefit of any lender, mortgagee or bond trustee of Company regarding the Company System during the Term of this Agreement.

C. In lieu of the insurance required above, permission is granted to the Parties to self-insure with limits as stipulated in Section 768.28, Florida Statutes (as amended), and provide a certificate of insurance evidencing its insurance or self-insurance.

D. The Company shall require that each of its consultants and contractors ("Contractor") maintain insurance under the terms set forth in the remaining sections below until the completion of their work under any contract associated with this Agreement.

E. All Contractors hired by the Company shall be required to maintain on a primary basis and at their sole expense, at all times throughout the duration of their work on this project the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the Customer's review or acceptance of insurance maintained by the Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by the Company under this Agreement. The Contractor shall maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time. Insurance carriers providing coverage shall be authorized and/or eligible to do business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of A- Class VIII.

F. The minimum types and amounts of insurance inclusive of any amount provided by an umbrella or excess policy, shall be as indicated herein.

G. The Contractor agrees to specifically include the Customer as an additional insured on the Commercial General Liability policy with a CG 20 37 – Additional Insured - Owners, Lessees or Contractors-

Completed Operations or CG 20 10 – Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization Endorsement, or their equivalent. The Contractor shall also specifically include the County as an Additional Insured on any Commercial Umbrella or Excess policies unless the Customer is automatically defined under the policy as an Additional Protected Person. Additionally, the Contractor agrees to specifically include the County as an Additional Insured under the Design-Build Contractor's Pollution Liability coverage (when applicable). The name of the organization identified in each Additional Insured endorsement's schedule shall read Orange County, Florida.

H. Before the start of any work and for the duration of this Agreement, the Contractor shall provide the Customer with current certificates of insurance evidencing all required coverage. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Customer. Certificates shall specifically reference the project title and contract number. The certificate holder shall read:

Orange County, FL
C/O Risk Management Division
109 E. Church Street, Suite 200
Orlando, Florida 32801

Prior to commencement of any work performed by sub-contractors (if any), the Contractor shall obtain certificates of insurance evidencing coverage from each of its sub-contractors and shall furnish within five days, copies of said certificates upon request by the Customer. In addition to the certificate(s) of insurance, the Contractor shall also provide a blanket or specific additional insured endorsement and all waivers of subrogation or transfer of rights of recovery endorsements for each policy.

Failure of the Customer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Customer to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.

I. Workers' Compensation

J. Contractor's Pollution Liability

The Contractor agrees to maintain Contractor's Pollution Liability with a limit of not less than $1,000,000 per occurrence on a per-project basis.

K. Professional Liability

The Design-Build contractor shall maintain professional liability for all design work and construction management activities with a limit of not less than $2,000,000 per project.

ARTICLE 14. TERMINATION

A. This Agreement may be terminated:

1. by Customer, on the occurrence of an uncured Company Event of Default; or

2. by Company, on the occurrence of an uncured Customer Event of Default.

If neither of 1 or 2 above shall have occurred at a prior time, then this Agreement shall expire and terminate at the end of the Initial Term or Renewal Term (as applicable). The terminating party under 1 or 2 above shall exercise such right by written notice to the other party in accordance with the provisions of this Agreement.

B. Upon termination of this Agreement, the Company shall have the right to either:

1. remove all or part of the Company System located on Customer's property or in the Premises at its own expense and shall have no further liability or responsibility for any such equipment abandoned; or

2. in the case of termination due to a Customer Event of Default remove all or part of the Company System located on Customer's property or in the Premises at Customer's reasonable expense.

C. Such right of abandonment or removal of equipment at termination shall be in addition to any and all other rights and remedies available at law or in equity. Upon the termination of this Agreement, Company shall discontinue providing Service hereunder, and may enter the Premises at a reasonable time and upon giving Customer reasonable notice to cut and cap the Company's piping at points of connection to supply and return, remove the Chilled Water Master BTUH Meter and Heat Exchanger, and retrieve any other portion of the Company System located on Customer's property or in the Premises. The Company's equipment and piping are identified in **Exhibit C**.

D. All obligations of either party that arose or accrued prior to the termination of this Agreement (including, without limitation, the obligation of Customer to pay any amounts outstanding for Service supplied to the Customer prior to termination or credits due to Customer by Company) shall survive the termination hereof.

ARTICLE 15. AGREEMENT EXTENSION

A. At the end of the Initial Term, upon mutual agreement of the Parties, the Agreement may be extended for an additional ten (10) years. The Parties must notify each other no less than twelve (12) months in advance of the end of the Term of such extension. As a condition precedent to the ten (10) year extension, Customer and Company hereby agree to select a Third-Party Firm to conduct a plant assessment study of the CEP equipment specifically dedicated to the Customer as further described in Exhibit J and all the equipment at the OCCC North Plant. The assessment shall identify the scope of work to extend the efficient and reliable operation of the equipment by 10 years.

B. The Capital Charge during the extended term of the Agreement shall be based on 100% of the capital expenditure to complete the scope of work identified by the Third-Party Firm assessment and any other mutually agreed capital improvement needed to fulfill the 10-year obligation. The Capital Charge shall be paid monthly over the remaining term of the ten (10)-year extension at an annual interest rate of

the 10-year treasury rate plus 4.0 percentage points. If the index is discontinued, the Parties will use a revised or replacement index that is similar to the discontinued 10-year treasury rate.

C. For the purpose of identifying the capital cost to fulfill the scope of work identified by the Third-Party Firm Assessment and any other capital improvement needed to fulfill the 10-year obligation, the Company shall request proposals from reputable providers for each scope of work.

D. Consumption Price shall be reset to a new rate based on Customer's actual load profile over the last year twelve (12) months of the Initial Term; 0.80 KW/ton or the average kW/ton performance of the CEP and North Plant combined over the last year twelve (12) months of the Initial Term, whichever is greater; prevailing costs for full coverage service and maintenance performed by the equipment manufacturer or reputable contractor; prevailing utility rates, cost of chemical treatment; and any other internal or external cost associated with the operation and maintenance of the chilled water plants at the time of the extension. Consumption Price shall continue to escalate at CPI and EPI as further described in Exhibit B.

ARTICLE 16. FORCE MAJEURE

A. As used in this Agreement, "Force Majeure" means any event beyond the control of a party which results in the failure of some performance under this Agreement, including, but not limited to, the following: failure of equipment or facilities due to drought, flood, earthquake, storm, fire, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, strike or labor difficulty, terrorist acts or acts of terrorism, accident or curtailment of supply or equipment, casualty to equipment or other unavailability of equipment or replacement equipment; 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 any court or public authority.

B. 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 Agreement) to the extent such failure of performance shall be due to a Force Majeure event. The party affected by a Force Majeure event shall give notice to the other party within five (5) days of the commencement of non-performance due to a Force Majeure event identifying the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect. The non-performing party shall use its reasonable best 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.

ARTICLE 17. PLEDGE OR ASSIGNMENT

Customer may not pledge or assign its rights hereunder (except to its Affiliate, which shall be permitted with written notice to the other party) without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. The Company 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. The Customer shall cooperate as reasonably requested by the Company to secure Company financing and satisfy requests of Company's lenders, and further agree that incidental to sale and/or pursuant to mortgage foreclosure Customer may assign its

rights. This Agreement shall not be terminated, modified or changed by either party hereto except in the manner (if any) permitted, and subject to the conditions (if any) imposed by each unit assignment or pledge. This Agreement shall be binding on the Parties' successors and assigns in accordance with its terms.

ARTICLE 18. GOVERNING LAW AND ATTORNEY'S FEES

This Agreement shall be construed in accordance with, and shall be enforceable under, the laws of the State of Florida. Any dispute arising hereunder shall be resolved by a court of competent jurisdiction residing in Orange County, Florida. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER, OR CONNECTED WITH, THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

Except as otherwise indicated herein, the Parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

ARTICLE 19. NOTICES

All notices provided for in this Agreement (other than notices designated for delivery to operating personnel, which shall be made in any manner reasonable under the circumstances), shall be made in writing and delivered in person or by registered or certified mail postage prepaid, courier service or telecopy (followed by mail) addressed as follows:

To Company: Director, Chilled Water Services

Orlando Utilities Commission
100 West Anderson Street
P.O. Box 3193
Orlando, Florida 32802

To Customer: _____
_____
_____
_____
_____

Customer Building Manager for Access to Premises:

[name and 24-hour cell/pager number]

_____
_____

or to such other address and person as either party may, from time to time, notify the other in writing.

ARTICLE 20. 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.

ARTICLE 21. ENTIRE AGREEMENT; COUNTERPARTS

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 oral or written agreements with respect thereto are superseded hereby and each party confirms that it is not relying on any oral or written representations or warranties of the other party except as specifically set forth herein. This Agreement may be simultaneously executed in several identical counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. In the event of any contradictory elements within the entire agreement, the body of the Agreement shall take precedence over the exhibits attached hereto.

ARTICLE 22. AMENDMENTS

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

ARTICLE 23. DISPUTE RESOLUTION

A. If a dispute arises between the Parties relating to this Agreement, the Parties agree to use the following alternative dispute resolution ("ADR") procedure prior to either party pursuing other available remedies:

1. A meeting shall be held promptly between the Parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

2. If, within thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the Parties (the "Neutral") to act as a mediator. If the Parties are unable to agree on the Neutral within twenty (20) days, they shall seek assistance in such regard from the CPR Institute for Dispute Resolution, Inc. ("CPR"). The fees of the Neutral and all other common fees and expenses shall be shared equally by the Parties.

3. Unless the Parties mutually establish their own procedure, the mediation shall, at the election of the initiating party, proceed in accordance with either CPR's Model Procedure for Mediation of Business Disputes or Chapter 44, Florida Statutes.

4. The Parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within sixty (60) days, then, upon

seven (7) days' written notice to the other party either party may pursue any and all available equitable or legal remedies.

ARTICLE 24. WAIVER AND REMEDIES

Each remedy under this Agreement shall be cumulative and in addition to any other remedy provided by law or in equity. The failure of either party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right.

ARTICLE 25. FACSIMILE SIGNATURES

The Parties agree that this Agreement may be signed by facsimile transmission and such facsimile shall be deemed to be original signatures.

ARTICLE 26. WARRANTIES

Each party represents and warrants that it is authorized to enter into this Agreement for the Service and to permit the Company System to be installed at the Premises, and that it has secured all necessary approvals for such action.

ARTICLE 27. SCOPE OF WORK

Upon Customer's written acceptance of the Capital Facility Cost, Company, at its sole cost, within the scheduled time allowed in **Exhibit H**, shall use commercially reasonable efforts to secure all permits and any other requisites from third Parties necessary to facilitate: 1) the construction of the CEP including improvements to the distribution system and utility services; 2) decommissioning and demolition of the OCCC South Plant; 3) decommissioning, demolition and restoration of the OCCC North Plant; and 4) relocation, decommissioning and or demolition of Pump Station #1.

A. Company scope of work shall include:

1. As to the CEP: Company's scope of work, consistent with Article 2.B. of this Agreement, shall comprise of all design, construction, permitting, and commissioning of the CEP as generally described in **Exhibit F**. Subject to the consent of Customer, not to be unreasonably withheld, Company reserves the right to modify the conceptual design of the CEP as deemed reasonably necessary by Company during the design and construction of the CEP. Company and Customer may mutually agree to: 1) subject to Section 2.I herein, increase the Contract Capacity at any time during the term of this Agreement; and 2) to amend this Agreement accordingly.

2. As to the decommissioning of the OCCC South Plant and OCCC North Plant: Company shall develop a decommissioning project plan comprised of the following information: 1) facility description and history to provide context to the decommissioning decision; 2) project scope, boundaries and end points; 3) technical approach and schedule; and 4) worker and environmental protection and facility safety. Company shall review the plan with Customer prior to the execution of the decommissioning project.

The decommissioning of the OCCC South Plant shall be scheduled to commence after successful Commercial Operation Date achievement of the CEP. Customer and Company hereby agree to develop a non-interrupted work schedule as means to deliver a cost-effective decommissioning and demolition process, which will require a specific number of weeks to be identified by the Design-Build Firm at a later date.

3. As to demolition of the OCCC South Plant: Company's decommissioning and demolition activities shall be performed under the provisions described in **Exhibit G** and limited to the following Company owned equipment:

   a. Ten (10) 1200-ton Trane centrifugal chillers (#1 to #5 and #7 to #11)
   b. One (1) 450-ton Trane Centrifugal Chiller (#6)
   c. Eleven (11) chilled water centrifugal pumps (PCHWP1 to PCHW11)
   d. Eleven (11) condenser water centrifugal pumps (CWP1 to CWP10)
   e. The electric starter panels outlined in Exhibit M.
   f. CEP automation controls except for the BTU Meters and associated panels serving Phases 1, 2, 3 and 4.
   g. Chilled Water and condenser water pipes and valves
   h. Insulation material
   i. Cleaning of the area

4. As to the demolition of the OCCC North Plant: Company's decommissioning activities shall be performed under the provisions described in Exhibit G and Exhibit H and limited to the following Company owned equipment:

   a. Two (2) 800-ton Trane centrifugal chillers (#3 and#4)
   b. One (1) 450-ton Trane Centrifugal Chiller (#2)
   c. Refrigerant recovery and recycling
   d. Four (4) chilled water centrifugal pumps (PCHWP1 to PCHW4)
   e. Four (4) condenser water centrifugal pumps (CWP11 to CWP14)
   f. The electric starter panels outlined in Exhibit M
   g. CEP automation controls
   h. Chilled Water and condenser water pipes and valves
   i. Insulation material
   j. Cleaning of the area

5. As to the demolition and modifications to Pump Station # 1: Company's demolition activities shall be performed under the provisions described in Exhibit G and Exhibit H and limited to the following Company owned equipment:

   a. The electric starter panels outlined in Exhibit M.
   b. Five (5) centrifugal pumps

c. The existing fan coil units, louver wall panels, concrete mounting bases for the pumps and aboveground bypass pipe shall remain in place.

d. Company shall install an additional BTU Meter to measure the Service provided to this area (Phase 1A).

e. The existing 24-inch by-pass line shall remain in place, and the pipe/pump assembly next to the 24-inch bypass shall be removed and replaced with an additional bypass line as further described in the Exhibit M.

6. As to the restoration of the OCCC North Plant: Company's restoration work, consistent with Article 2.B of this Agreement, shall comprise of all design, construction, permitting, and commissioning of the OCCC North Plant as generally described in **Exhibit F**. Subject to the consent of Customer, not to be unreasonably withheld, Company reserves the right to modify the conceptual design of the OCCC North Plant as deemed reasonably necessary by Company during the design and construction of the OCCC North Plant. Company and Customer may mutually agree to: 1) subject to Section 2.I herein, increase the Contract Capacity at any time during the term of this Agreement; and 2) to amend this Agreement accordingly.

Customer hereby acknowledges that regarding the plant restoration process: All existing chilled water and condenser water piping located inside the plant shall be cut off and cap-off with gasket and gate valves. Further, a mutually agreed extended outage of the OCCC North Plant will be required to complete the scope of work. Customer and Company hereby agree to develop a non-interrupted work schedule as means to deliver a cost-effective decommissioning and demolition process, which will require a specific number of weeks to be identified by the Design Build Firm at a later date.

If the Company decides to relocate the Pump Station #1 outside of OCCC property, then a full hydraulic calculation must be done to ensure a constant supply pressure (PSIG), chilled water temperature (46º F) and required flow (GPM) to OCCC at all times. Provide all calculations, and material cut sheets to customer prior to implementations. The cost of the hydraulic model shall be included in the Capital Facility Cost.

7. As to the restoration of the OCCC South Plant and the relocation of Pump Station #1, in the event the scope is modified pursuant to Article 3.H. of this Agreement: Company's restoration work, consistent with Article 2.B. of this Agreement, shall comprise of all design, construction, permitting, and commissioning of the OCCC South Plant as generally described in **Exhibit F**. Subject to the consent of Customer, not to be unreasonably withheld, Company reserves the right to modify the conceptual design of the OCCC South Plant as deemed reasonably necessary by Company during the design and construction of the OCCC South Plant. Company and Customer may mutually agree to: 1) subject to Section 2.I herein, increase the Contract Capacity at any time during the term of this Agreement; and 2) to amend this Agreement accordingly.

8. As to purchase of the land for the construction of the CEP: Company shall use commercially reasonable efforts to purchase and acquire land suitable for the construction of the CEP as generally describe in **Exhibit I**.

In the event Company is not able to acquire the land or in the event that the restoration of the South Plant is necessary pursuant to Article 3.H., Customer and Company, subject to the conditions set forth in Article 27 herein, hereby agree to: 1) proceed with the restoration of OCCC South Plant to its original installed capacity; and 2) relocate Pump Station #1 to an area designated by Customer within the Premise and in close proximity to the underground chilled water distribution system and electric service. The cost to relocate Pump Station #1 shall be included in the Capital Facility Cost.

9. As to Cleaning and Flushing of the Company System: The Company shall be responsible for cleaning and flushing the entire CEP internal piping system prior to connecting to the Customer System and initiating Service as further described in **Exhibit C**.

B. Customer's Scope of Work

1. As to the secondary chilled water system: Customer's scope of work, consistent with Article 2.C and 2.E of this Agreement, shall comprise of all design, installation or restoration as the case may be, inspection, testing and maintenance of the secondary loop system including, but not limited to, chilled water pumps, automation controls and electric power.

2. As to Project Permitting: Customer shall use its best effort to expedite the construction permitting for the installation or restoration of Customer's equipment.

3. As to Cleaning and Flushing of the Customer System: Customer shall be responsible for cleaning and flushing the entire pipe distribution system of the Customer System including the pipe internal to buildings, prior to connecting to the CEP and initiating Service as further described in **Exhibit C**.

4. As to Laydown Area: At all times during the design and construction phase and until the scope of work is finished, Customer shall provide Company a laydown area of no less than 1.0 acre for material laydown, parking, and construction office area, located adjacent to the OCCC North and OCCC South Plants with vehicle and equipment access to a public right-of-way or private easement at a location reasonably determined by Customer.

C. Schedule of Communication

1. The design, permitting, procurement, construction, and commissioning schedule of Company System shall be submitted by Company following coordination with Customer. Company shall submit a complete project schedule to Customer, including any milestone dates for which Customer is responsible. Company and Customer shall cooperate when adjustments to the schedule are required, provided that Customer shall not be required to agree to any schedule adjustment which will or may extend the Commercial Operation Date except to the extent such adjustments or delays are caused by Customer and adversely impacted the schedule. Company and Customer, as applicable, shall review the required schedule changes and come to a mutually agreeable revised schedule. No party shall be required to agree to any schedule changes that would result in any labor

premium, or materials and equipment expediting or demurrage charges unless necessitated as a direct result of such party's actions or omissions.

2. Verbal statements shall not be allowed as communication of direction or information applicable to the terms and conditions of this Agreement. All information exchanges and communications of a contractual nature shall be in writing. Company and Customer, as applicable, shall individually designate representatives responsible for exchanging required communications and information with all necessary Parties.

3. Customer and Company shall allocate time in their respective schedules for two project construction document reviews; one at sixty percent (60%) and the second at ninety-five percent (95%) completion. Each Customer review shall not exceed a five (5) business day period followed by one set of review comments provided by Customer after which one additional review conference shall be held to discuss and resolve Customer comments.

D. Time

1. The scope of work set forth herein is intended to commence as provided in the Overall Project Construction Schedule as preliminarily described in Exhibit H. The construction time is the period of time allotted in the Overall Project Construction Schedule for the substantial completion of the work by Company or Customer, as applicable, which is to be performed under this Agreement.

2. Substantial Completion of Company System shall be achieved in accordance with the timing as set forth in the Overall Project Construction Schedule. For this Agreement, the phrase "Substantial Completion" of the Company System means the completion of work by or through Company necessary so that Customer may beneficially use the Service for the intended purpose, as certified by each party's project engineer.

3. Delays in achieving Substantial Completion by any party within the allotted construction time arising from Force Majeure events shall be considered as periods of excusable delay, and there shall be an equitable adjustment to the construction time.

E. Coordination and meeting correspondence

1. Each party's contractors shall be included in the other party's contractors' regularly scheduled coordination meetings and correspondence, as applicable.

ARTICLE 28. COMPANY PROCUREMENT AND PROJECT DELIVERY METHODS

Company, pursuant to Section 7(8) of the Charter of the Orlando Utilities Commission and its prevailing policies for contracting and procurement of goods and services, shall issue an RFP to certain Company pre-qualified Design-Build Firms soliciting responsible Turnkey pricing for various scopes of work including: 1) the design and construction of the CEP; 2) the decommissioning and demolition of the OCCC South Plant; and 3) the decommissioning, demolition and restoration of the OCCC North Plant. In the event Company is unable to secure the ownership of the land designated for the construction of the CEP,

Company shall then solicit pricing for: 1) the restoration of OCCC South Plant to its original installed capacity; and 2) the relocation of Pump Station #1 to an area designated by Customer within the Premise.

In addition to Turnkey pricing, Company's RFP shall require the Design-Build Firms to provide the following information for each of the aforementioned scopes of work: 1) design and construction schedules; 2) equipment and material purchase order and delivery schedules; and 3) project payment schedule. Design-Build Firms shall provide options for Company to purchase large items ahead of schedule including, but not necessarily limited to chillers, cooling towers, pumps and electric switchgear. Early purchase of equipment shall include other related cost including but not limited to storage and maintenance; transportation and rigging to the proposed warehouse; transportation and rigging to the project site; extended start up and warranties; and maintenance.

Company shall provide Customer the results of the RFP process and the opportunity to review for a period not to exceed five (5) business days. Subject to the consent of Customer, Company shall formally award the project to the selected Design-Build Firm and proceed with the scope of work.

ARTICLE 29. CONDUCT OF PARTIES

Any obligation, prohibition or standard of conduct imposed on either party hereunder shall equally apply to all of its Affiliates, agents, employees or contractors performing any of its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Date: _____

ORLANDO UTILITIES COMMISSION

By: _____

Clint Bullock
General Manager & CEO

Date: 1/14/25

Approved as to form and legality
OUC Legal Department
Date: 1/10/25 By: _____

EXHIBIT A - PREMISES, CONTRACT CAPACITY AND SERVICE SPECIFICATIONS

I. PREMISES

A. Legal Description of Premises:

All that part of the Southwest 1/4 of Section 1, Township 24 South, Range 28 East described as follows:

From the NW corner of the SW 1/4 of Sec. 1, T.24 South, R.28 East, run N 89°30'21" E 378.82 ft along the N boundary of the said SW 1/4 of Sec. 1 to a point on the Easterly ROW line of the limited access public highway now known and designated as SR No. 400 (being also known as Interstate-4), as said ROW is now laid out and exists; thence run S 00°09'03" E 265.88 ft along the said Easterly ROW line of said limited access SR No. 400 to a point on the Northerly ROW line of the limited access highway now known and designated as SR No. 528 (being sometimes also referred to as the Bee Line Expressway) as said ROW is now laid out and exists; thence run along the said Northerly ROW line of said limited access SR No. 528 with the following courses and distances: N 89°50'57" E 30.00 ft to the beginning of a curve concave Easterly having a radius of 2780.79 ft and an intersection angle of 07°00'35"; thence from a tangent bearing of S 00°10'26" E run Southeasterly 340.21 ft along the arc of said curve to the POB of the parcel of land herein described; from said POB, and leaving the said Northerly ROW line of said limited access SR No. 528, run N 75°28'08" E 1248.61 ft to the beginning of a curve concave Northeasterly having a radius of 1323.50 ft and an intersection angle of 40°43'27"; thence from a tangent bearing of S 28°30'59" E run Southeasterly 940.71 ft along the arc of said curve to the end of said curve; thence run S 00°26'54" E 1562.80 ft to a point on the aforesaid Northerly ROW line of said limited access SR No. 528, said point also being on a curve concave Northerly having a radius of 5603.58 ft and an intersection angle of 09°30'28"; thence run along the said Northerly ROW line of said SR No. 528 with the following courses and distances: from a tangent bearing of N 87°13'56" W run Northwesterly 929.87 ft along the arc of said curve to the beginning of a curve concave Northerly having a radius of 5639.58 ft and an intersection angle of 03°44'49"; thence from a tangent bearing of N 73°39'55" W run Northwesterly 368.81 ft along the arc of said curve to the beginning of a compound curve concave Northeasterly having a radius of 1342.39 ft and an intersection angle of 09°17'22"; thence run Northwesterly 217.64 ft along the arc of said curve to the end of said curve; thence run N 12°08'48" W 230.21 ft; thence run N 20°01'38" W 307.10 ft; thence run N 16°48'33" W 440.00 ft; thence run N 26°38'35" W 152.24 ft to the beginning of a curve concave Easterly having a radius of 2780.79 ft and an intersection angle of 09°37'45"; thence from a tangent bearing of N 16°48'46" W run Northwesterly 467.34 ft along the arc of said curve to the POB.

Also known as Block "A", PLAZA INTERNATIONAL, Unit 1, as recorded in Plat Book 8, pages 148-149, Public Records of Orange County, Florida.

B. Address of Premises: Orange County Convention Center 9800 International Dr. Orlando, Florida

II. CONTRACT CAPACITY

A. Contract Capacity of Chilled Water shall be 14,300 Tons.
   1) Phases 1, 1A, 3, 4, 5 & 6: 13,300 Tons
   2) Phases 2 & 2A: 1,000 Tons

CHILLED WATER SERVICE SPECIFICATIONS

A. Subject to the other terms and conditions of this Agreement, Company shall supply chilled water to Customer at the Point of Delivery between the temperatures of 39 and 42 degrees F.

B. Subject to the other terms and conditions of this Agreement, Company shall maintain a positive differential pressure between the Point of Delivery and Point of Return. The expected maximum pressure is 150 psig.

C. Maintaining high differential temperature between the chilled water supply and the chilled water return is critical to the efficient and economical operation of the Company System. Customer shall design, construct, and operate the Customer System in a manner that results in fifteen (15) degree F differential temperature between the Point of Delivery and Point of Return. Pursuant to Exhibit B, if such differential temperature is not 15° F, then a Differential Temperature Adjustment as computed pursuant to Exhibit B hereto will apply to the monthly billing.

D. Customer hereby acknowledges that it is relying on its engineers and agents and not the Company regarding the evaluation of historical chilled water demand and consumption to determine the heat load and Contract Capacity requirements for this Agreement.

E. Company shall utilize potable water for the chilled water which will be chemically treated in accordance with the following corrosion rate guidelines and the resulting water will not be potable.

Corrosion Rate Guideline Open Loop Chilled Water Systems 90 Day Corrosion Coupon Test		**Corrosion Rate Guideline Closed Loop Chilled Water Systems 90 Day Corrosion Coupon Test**	
Metal	**MPY**	**Metal**	**MPY**
Mild Steel	3 to 5	Mild Steel	0.2 to 0.5
Copper and Copper Alloys	0.25 to 0.35	Copper and Copper Alloys	0.1 to 0.25
Mils penetration per year (MPY) is a unit of measurement equal to one thousandth of an inch.			

EXHIBIT B - PRICES AND CHARGES FOR SERVICE

I. PRICES FOR SERVICE:

Proposed Case: Design and construction of CEP (12,300 Tons), restoration of OCCC North Plant (1,500 Tons), and decommissioning of OCCC South Plant. Estimated Capital Investment of **$46,654,677** (to be confirmed by Company via RFP).

A. FIXED CAPITAL CHARGE RATE

8.0% Rate of Return on actual capital cost.

Company reserves the right to capitalize the interest accumulated during construction and through the Operations Date at an annual rate of 4.5% compounded monthly.

B. CAPACITY PRICE

$8.50 per Ton x (CPI Adjustment x 75% + 25%)

The Capacity Price effective April 1, 2023 is $9.44 per Ton.

Alternate Case: Restoration of OCCC North Plant (1,500 Ton) and South Plant (12,450 tons). Estimated Capital Investment of **$41,623,153** (to be confirmed by Company via RFP).

A.1. FIXED CAPITAL CHARGE RATE

9.85% Rate of Return on actual capital cost.

Company reserves the right to capitalize the interest accumulated during construction and through the Operations Date at an annual rate of 4.5% compounded monthly.

B.1. CAPACITY PRICE

$9.25 per Ton x (CPI Adjustment x 75% + 25%)

The Capacity Price effective April 1, 2023 is $10.27 per Ton.

C. CONSUMPTION PRICE

The Consumption Price has two components:

1) Basic Consumption Price:
   $0.05000 per Ton Hour x (EPI Adjustment x 90% + CPI Adjustment x 10%)

   The Basic Consumption Price effective April 1, 2023 is $0.07117 per Ton Hour.

2) Adjustable Consumption Price:

$0.03000 per Ton Hour x (EPI Adjustment x 90% + CPI Adjustment x 10%) x DTR

The Adjustable Consumption Price effective April 1, 2023 is $0.04270 per Ton Hour, assuming a WADT of 15 degrees Fahrenheit.

D. CPI ADJUSTMENT

"CPI" means the Consumer Price Index for All Cities, Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics, U.S. Dept. of Labor (or comparable successor index). If the referenced index is discontinued, the National CPI (or comparable successor index) shall be utilized. If the publication of CPI is discontinued, the parties will use a revised or replacement index that is similar to the discontinued CPI.

"Base CPI" means the average CPI for calendar year 2018, which was 245.146.

"Current CPI" means the average CPI for the most recent twelve calendar months available annually on October 1. The Current CPI which would be used for the April 2023 billing is the 12-month average ending August 2022 CPI of 281.251, the most recent available.

The CPI Adjustment is equal to the greater of: Current CPI / Base CPI or 1.000. The CPI Adjustment effective October 1, 2022 is 1.1473.

E. EPI ADJUSTMENT

"Electric Price Index" or "EPI" means the applicable OUC electric charges on a cents per kWh basis for serving the chilled water plant with demand calculated using a 60 percent load factor. If the selected index is discontinued, a comparable successor index shall be agreed to and utilized.
"Base EPI" means the EPI as of August 2019 which was 8.145¢/kWh.

"Current EPI" means the EPI for the most recent calendar month. The Current EPI which would be used for April 2023 billing is 11.844¢/kWh, the EPI effective with the most recent electric rate change on January 1, 2023.

The EPI Adjustment shall be: Current EPI / Base EPI. The EPI Adjustment effective April 1, 2023 is 1.4541.

Differential Temperature Adjustment.

1) "Differential Temperature Ratio" or "DTR" means the DTR for each billing period. The DTR is an energy efficiency factor determined by dividing the design temperature differential of fifteen (15) degrees Fahrenheit by the WADT calculated for each billing period (DTR = 15/WADT).

2) "Weighted Average Differential Temperature" or "WADT" means the WADT for each billing period. WADT is a temperature in degrees Fahrenheit calculated by Company for each billing period by taking the sum of measured cooling rates in Tons supplied to Customer multiplied by twenty-four (24) and dividing that number by the sum of the simultaneously measured chilled water flow rates in Gallons Per Minute supplied to Customer (Sum of Tons x 24 / Sum of GMP). An example of the WADT calculation is set forth in Paragraph G of this **Exhibit B**. Instantaneous cooling rates and instantaneous chilled water flow rates shall be measured by the Company at fixed intervals of no greater than fifteen (15) minutes and no less than one (1) hour during each billing period.

3) Upon Customer's request, Company shall provide to Customer the data used in determining the WADT for any billing period.

II. CHARGES FOR SERVICE

A. Capital Charge: The monthly Capital Charge will be charged commencing on the Commercial Operation Date and will be equal to the monthly amortization of the Capital Investment at the Fixed Capital Charge Rate over the Initial Term.

B. Capacity Charge: The Capacity Charge will be charged monthly commencing on the Operation Date and is calculated as: Contract Capacity x Capacity Price.

C. Consumption Charge: The Consumption Charge will be charged monthly commencing on the Operation Date and has two components:

1) The Basic Consumption Charge is calculated monthly as: Ton Hours x Basic Consumption Price.

2) The Adjustable Consumption Charge is calculated monthly as: Ton Hours x Adjustable Consumption Price.

D. Lost Water Charges: The Lost Water Charge shall be equal to the actual cost to Company of replacing water and chemicals for the CEP.

E. Monthly Bills. Each of the fees set forth in this **Exhibit B** and the calculation thereof will be clearly outlined in Customer's monthly bill.

F. Weighted Average Differential Temperature. For example purposes only, a sample calculation of WADT is set forth below:

$$\text{Tons} = \frac{\text{Delta T } (\Delta T) \times \text{GPM}}{24} \quad \text{or} \quad \Delta T = \frac{\text{Tons} \times 24}{\text{GPM}}$$

Time	CW Supply Temp	CW Return Temp	Delta T (ΔT)	GPM	Tons
12:00:00 AM	38	58	20	500	416.7
12:15:00 AM	38	58	20	500	416.7
12:30:00 AM	38	58	20	500	416.7
12:45:00 AM	38	58	20	500	416.7
1:00:00 AM	38	53	15	250	156.3
1:15:00 AM	38	53	15	250	156.3
1:30:00 AM	38	53	15	250	156.3
1:45:00 AM	38	53	15	250	156.3
2:00:00 AM	38	48	10	100	41.7
2:15:00 AM	38	48	10	100	41.7
2:30:00 AM	38	48	10	100	41.7
2:45:00 AM	38	48	10	100	41.7
				3400	2458.3

Average ΔT **15**

Weighted Average ΔT = (2458.3 X 24)/3400

= **17.35**

$0.03000 per Ton Hour x (EPI Adjustment x 90% + CPI Adjustment x 10%) x DTR

The Adjustable Consumption Price effective April 1, 2023 is $0.04270 per Ton Hour, assuming a WADT of 15 degrees Fahrenheit.

D. CPI ADJUSTMENT

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D. Lost Water Charges: The Lost Water Charge shall be equal to the actual cost to Company of replacing water and chemicals for the CEP.

E. Monthly Bills. Each of the fees set forth in this **Exhibit B** and the calculation thereof will be clearly outlined in Customer's monthly bill.

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1:00:00 AM	38	53	15	250	156.3
1:15:00 AM	38	53	15	250	156.3
1:30:00 AM	38	53	15	250	156.3
1:45:00 AM	38	53	15	250	156.3
2:00:00 AM	38	48	10	100	41.7
2:15:00 AM	38	48	10	100	41.7
2:30:00 AM	38	48	10	100	41.7
2:45:00 AM	38	48	10	100	41.7
				3400	2458.3

Average ΔT 15

Weighted Average ΔT = (2458.3 X 24)/3400

= **17.35**

EXHIBIT C - DISTRICT CHILLED WATER SYSTEM DESIGN INFORMATION AND CONSTRUCTION & CONNECTION REQUIREMENTS

OUC CHILLED WATER SERVICES

District Chilled Water System
Design Information
And
Construction & Connection Requirements

Exhibit C
For
Chilled Water Service Agreement

Revised 8.03.23

Contents

OUC Chilled Water Services
District Chilled Water System
Design Information
And
Construction & Connection Requirements

The Customer is advised to contact OUC Chilled Water Services at the earliest stages of project development for design review and construction coordination. OUC Chilled Water Services requires a half-size set of MEP, Civil, and Architectural drawings including site plan showing grade elevation, location of mechanical room, and structure elevations. The Customer shall be responsible for determining the air conditioning load (tonnage) and ensuring the building HVAC chilled water system is designed to function with the OUC Chilled Water Services District Chilled Water System as well as all applicable codes and industry standards. The Customer shall be responsible for ensuring the building chilled water system is prepared for installation of OUC supplied equipment and connection to the OUC chilled water system.

I. OUC District Chilled Water System Operating Parameters

A. District Chilled Water Temperature

OUC's District Chilled Water Systems are operated to maintain 39º- 42º F supply water temperature to the Point of Connection. If heat exchangers are required to de-couple the systems, allowance must be made for approach temperature limitation; use 42º-44º F supply temperature on the building side of the heat exchangers.

B. Differential Temperature (delta T)

OUC's District Chilled Water Systems are designed to operate with a 15º F differential temperature (delta T). The Customer is advised that the Chilled Water Service Agreement will typically include a penalty should the monthly average delta T drop below 15º F, and will typically include a credit if the monthly average delta T is greater than 15º F. Depending on the project requirements, OUC's Chilled Water Master BTUH Meter is designed to offer a limited degree of control of the OUC District Chilled Water delta T. However, this control scheme will raise the Customer's chilled water supply temperature. OUC does not recommend a chilled water supply temperature in excess of 45ºF.

C. District Supply and Return Pressure

OUC's District Chilled Water Systems operate based on the difference in the supply and return pressure at the most "hydraulically remote" location (Point of Connection) within the District. The OUC Chilled Water automation controls system continuously survey each site and adjusts the Central Energy Plant chilled water supply pump discharge pressure to maintain a minimum of 1 PSID between OUC supply and return at the most hydraulically remote site. The actual location of the

most hydraulically remote site may vary due to location, variable load at different points on the system, and the addition of load as new customers are tied into the District.

1. Supply Water Pressure & Pressure Class:
OUC's District Chilled Water Piping Systems are **150 PSI CLASS**. OUC attempts to maintain the lowest supply pressure possible to minimize pumping energy. Therefore, OUC will not guarantee that there will be sufficient supply pressure to "pump the building". The Customer must ensure that pumps are installed and sized to ensure adequate flow at all load conditions. However, as the air conditioning load on the District increases, overall system pressure will increase to ensure adequate flows throughout the District.

The Customer shall pressure test the building chilled water piping system and HVAC components prior to acceptance of service in accordance with acceptable industry practices including the Florida Building Code.

The Customer must ensure that the building side pressure does not exceed the design pressure rating of the building chilled water piping system and HVAC components. Pressure regulating devices, if necessary, shall be installed by Customer downstream of the OUC Master Chilled Water BTUH Meter equipment.

The use of PVC piping and components is prohibited.

2. Return Water Pressure:
Return pressure is maintained at a set static pressure based on a pre-determined elevation, i.e., the return pressure is maintained to ensure that there is a positive pressure at the highest point of the return side of the chilled water system of a selected building. Once this elevation is set, OUC will not alter it. This elevation varies by District. Please contact OUC Chilled Water Services to determine the elevation for your project. The pressures stated below are typical and subject to change:

For Downtown Orlando:
Return Pressure 85-90 psig
Supply Pressure: 86-125 psig
Limiting Elevation: 272 ft. above sea level – CNL Tower

For International Drive:
Return Pressure 47 psig
Supply Pressure: 75 psig
Limiting Elevation: 214 ft. above sea level – Lockheed Martin Tower

For New Districts:
Contact OUC Chilled Water Services Engineering

Supply Pressures will vary with the use of Pressure Reducing Valves. Customer shall consult with OUC regarding minimum supply pressure prior to specifying pumps for the Customer System.

3. De-Coupling: In general, if the elevation of the highest point of the building chilled water system is to be above the set elevation for the District, de-coupling will be required. This is accomplished by the use of 2 – 60% capacity plate and frame heat exchangers with 2 – 60 % OUC supply side booster pumps, or, if the height of the building does not result in a return pressure greater than 120 psi, pressure-reducing valves may be utilized. **Please contact OUC Chilled Water Services to determine the requirements for your project.**

II. OUC Supplied Equipment

The Customer shall provide adequate space and conditions for all OUC Supplied Equipment. The Customer shall maintain a dry, secure location for the OUC equipment. The Customer shall allow access to the equipment for maintenance at any time and provide keys and combinations necessary for access. Equipment space shall be air conditioned at approximately 50% relative humidity and 78°F dry bulb; and provided with adequate drainage. The following is a brief description of typical metering and auxiliary equipment supplied and installed by OUC:

A. Standard Chilled Water Master BTUH Meter (Figure 1)
This arrangement is used when the elevation of the highest point in the building chilled water system is less than the highest elevation specified for the District. The equipment includes a flow meter, temperature sensors, control valve, and an electronic "Control Package" computer. The instrumentation and control valve are installed in the piping between the Customer System pumps and the Points of Connection and Return.

B. Chilled Water Master BTUH Meter with Pressure Reducing Valves (PRVs) (Figure 2). May be used on intermediate height buildings as described in section I.C.2. Installation is same as a Standard Meter with pressure reducing valves on the supply and return lines.

C. Chilled Water Master BTUH Meter w/ Heat Exchangers & Booster Pumps.

(Figures 3-5) will be used when complete de-coupling is required.

1. 8" (937 Ton) Typical layout and Equipment Schedule (Figure 3a-d)
2. 10" (1500 Ton) Typical layout and Equipment Schedule (Figure 4a-d)
3. 12" (2400 Ton) Typical layout and Equipment Schedule (Figure 5a-d)

The Heat Exchanger design and space requirements are project specific. Customer shall provide OUC with load information prior to determining the space available for the Heat Exchangers. OUC will provide the Customer with a preliminary submittal based on the load information provided by the Customer. OUC will submit the arrangement to the Customer so the space requirements can be determined. OUC requires that all components be located adjacent to one another with at least two (2) feet of clearance on all sides for maintenance access and two (2) feet of clearance overhead. Some electrical gear is mounted on the OUC supplied equipment. Clearance for OUC electrical gear shall conform with, but not limited to current

accepted National Electric Code (NEC) clearance standards and applicable Florida Building codes

The Customer is advised that the heat exchanger equipment (if required) will add significant weight to the building structure depending on size. Total operating weight may be on the order of 20-50 tons. Space requirements may be as large as 33ft x 20ft area and 11ft clearance. OUC requires locating this equipment on the ground floor (slab on grade) away from any residential or commercial space and under no circumstances shall electrical breakers and switchgear for the building be located in the same room.

In projects where heat exchangers are required, the Customer, at its expense, shall maintain the building chilled water system chemistry and make-up water supply. The Customer shall reimburse OUC for the cost of cleaning the heat exchangers should the Customer fail to maintain the required parameters resulting in fouling of the heat exchanger plates.

The Customer shall continuously monitor and maintain the following chemistry parameters:

Nitrates: 800-1200 ppm
Total Fe < 1ppm
Conductivity and pH consistent with local domestic supply (320 mho pH 7.8)

D. Chilled Water Master BTUH Meter Electronics Layout (Applicable to All Master Meter Arrangements) - (Figure 6). Customer has specific responsibilities regarding this installation described in Section III.

III. Customer Point of Connection Requirements & Construction Coordination

A. Pipe Installation "Point of Delivery and Point of Return": OUC Chilled Water Services will typically install chilled water supply and return piping from a point nearest the existing District Chilled Water System Piping located in the Right-of-Way or existing easement (if allowed) to a point 5 feet from the Customer's building foundation assuming the connection points are relatively close to the property line. Extended pipe runs greater than ten (10) feet on the property as well as campus and/or multiple building connection requirements must be reviewed by OUC Chilled Water Services on a case-by-case basis to determine feasibility prior to entering into an agreement. The Customer shall install all piping from 5 feet from the foundation to the building mechanical room (including conduit as described in III.B). Customer shall install welded steel, coated, and insulated piping from mechanical room to the Point of Connection and Return in accordance with OUC standards. Point of Connection and Return shall be at a depth of no less than 3 feet from top of pipe and no more than 6 feet to bottom of pipe. OUC will furnish and install the piping and equipment that makeup the Chilled Water Master BTUH Meter and Heat Exchanger.

B. Conduit for Fiber Optic Link: The Customer shall install a 2" conduit designed for fiber optic cable along with the Customer installed chilled water supply and return

piping to the Point of Delivery and Return. The Customer shall ensure proper fittings and adequate junction boxes/hand-holes are available to facilitate cable installation. OUC will install the fiber optic cable and make the necessary terminations.

In projects where OUC's Fiber Optic infrastructure is not available, Customer shall install a dedicated telephone line and conduit to the Chilled Water Master BTUH Meter; and suitable for digital subscriber line (DSL) service. OUC will establish a DSL account to transmit BTUH Meter data over the telephone line to the chilled water plant.

C. Power: The Customer shall provide dedicated/clean 120 Volt AC power for the DDC controller (Control Package Computer) for interface to the Chilled Water Master BTUH Meter.

Should Heat Exchangers be required, the Customer shall provide dedicated/clean 460V/3phase power and service connection for OUC's Heat Exchanger Booster Pumps. Load (amp rating) requirements for Heat Exchanger Booster Pumps are project specific. **All power connections must be installed and energized prior to initiation of chilled water service.**

D. Location of Chilled Water Master BTUH Meter Electronics: The Customer shall provide a location on a wall within 10 feet of the Master Meter location for the Electronics Package. **VFDs for Customer Pumps shall be mounted at least 10 feet away from the Electronics Package** (See Figure 6).

E. Construction Schedule and Coordination: OUC Chilled Water Services requires specific schedule information and construction coordination in order to ensure timely delivery of chilled water and to ensure the Central Energy Plant has adequate capacity. Dates for the following milestones are required:

1. Commencement of Site Preparation.
2. Phase of Construction for Heat Exchanger Installation (if required).
3. Chilled Water Required for Dry-In & Conditioning.
4. Certificate of Occupancy.

The Customer shall incorporate the installation of OUC installed piping and equipment into the project's site utility plan, construction drawings, and schedule. OUC shall be allowed to use the construction contractor's Maintenance of Traffic (MOT) wherever possible at no cost to OUC. Installation of piping and equipment on the project site by OUC shall occur during normal working hours.
The Customer shall provide use of the site construction crane if required to off load and set into place all Chilled Water Master BTUH Meter equipment including heat exchangers at no cost to OUC.

F. Cleaning and Flushing & Chilled Water Account Setup: OUC Chilled Water Services has specific cleaning and flushing requirements that shall be completed by the Customer prior to the initiation of chilled water service.
These requirements are described in detail in Section IV. The Customer shall establish a Chilled Water Billing Account prior to the initiation of chilled water service.

IV. Cleaning and Flushing Requirements

OUC requires compliance with the following minimum cleaning and flushing procedures. These procedures are necessary to ensure the proper operation of the Customer's chilled water system and to prevent contamination of the OUC Chilled Water System and equipment. These requirements are based on typical and accepted industry practices. It shall be the Customer's ultimate responsibility to communicate these requirements to the building design engineers and construction contractors. It is recommended that the Customer contact OUC Chilled Water Services and Metering representatives during the initial phases of design and prior to construction to discuss and coordinate the required activities.

Recirculation of cleaning chemical through OUC metering and heat exchanger equipment is prohibited. The Customer shall install the necessary bypass piping, valves, and flushing connections.

OUC WILL NOT INITIATE CHILLED WATER SERVICE UNTIL THE FOLLOWING REQUIREMENTS ARE MET:

- Specifications and requirements of the Chilled Water Service Agreement and Chilled Water Metering Agreement (if applicable) are met.
- The Customer's chilled water piping system has passed local permitting authority inspection.
- The Customer or Customer's Contractor has established a Chilled Water Billing Account with OUC.
- The Chilled Water System Cleanliness and Treatment Certification Documentation has signed by the General Contractor Superintendent and has been submitted to OUC for review and acceptance.
- The Building Chilled Water System is filled with clean water. If heat exchangers are used, the building chilled water system shall be treated to maintain required chemistry parameters.
- If the Customer desires to place the building chilled water system into service in phases, provisions for cleaning and flushing the later phases must have been made and approved by OUC. Provisions for flushing for later phases must be determined prior to construction.

CLEANING PROCEDURE:

1. The Customer shall be responsible for pre-operational chemical cleaning and flushing of **the entire** building chilled water system piping including branch piping to individual fan coil units, air handlers, instrumentation connections, drains, vents, and dead end runs prior to the initiation of chilled water service by OUC. The Customer shall utilize the services of a qualified chemical treatment contractor to supply chemicals, conduct chemical additions, monitoring, and treatment certification. If heat exchangers are installed for de-coupling, they shall be by-passed during the cleaning and flushing process. The Customer shall use clean potable water from the local domestic water supply for all cleaning, flushing and filling operations.

2. The Customer shall not allow untreated water to remain in any carbon steel/black iron chilled water piping longer than 24 hours. If 24 hours has elapsed prior to the initiation of chilled water service, all affected piping shall be treated with corrosion inhibitor or completely drained. The piping to be placed into service shall be completely full of clean or properly treated potable water prior to initiation of chilled water service. Corrosion inhibitor is already added to the OUC Chilled Water System. It may not be necessary for the Customer to add corrosion inhibitor if all requirements are met so there is no delay between the completion of the cleaning and flushing process and the initiation of chilled water service (this does not apply for projects using heat exchangers).

3. The Customer shall be responsible for ensuring all startup strainers are in place on the building chilled water pumps as well as any other startup strainers recommended by HVAC component manufacturers. The Customer shall be responsible for removing all startup strainers and cleaning and inspecting permanent strainers.

   a. OUC recommends that components that are prone to fouling such as, but not limited to, coils, control valves, and balance valves be removed/bypassed during the initial flushing process. This is a requirement should sub-meters be installed.

   b. OUC recommends that startup strainers installed on the building chilled water pump suction diffusers remain in place until the entire building chilled water system has been placed into service and is completely supplied via the OUC Chilled Water System under full flow conditions. The startup strainers should be cleaned and inspected frequently until removed. The Customer is responsible for the cleaning, inspecting, and removal of the startup strainers.

4. Complete circulation of the chilled water system must be achieved during the cleaning and flushing procedure. A flow rate resulting in a minimum velocity of 6 ft/sec shall be maintained to ensure that the cleaning chemicals will work properly. Customer shall provide a flushing plan detailing all feeders and branch lines, by phases if necessary. The plan shall include date, duration time, flow in GPM and flow velocity. Customer hereby acknowledges that it is relying on its engineers

and agents and not OUC to achieve minimum flow velocity requirements and satisfactory flushing results. OUC shall have final acceptance authority before connecting the building to the OUC Chilled Water System.

a. All manual, motorized (electrical and pneumatic), and thermostatic operated valves if installed shall be fully open during the circulation process. All dead end runs shall be looped together with piping not less than 1/3 the size of the dean end run. This loop piping shall remain in place until cleaning is complete and the chilled water system is certified as clean.

5. A minimum of 1-½" ball valve is to be permanently installed in the low point of chilled water system for the purpose of flushing the system as necessary and described elsewhere. Upon completion of all flushing, the drain valve shall be plugged to prevent drainage of the system during operation.

6. Cleaning Chemical: The chemical used for cleaning shall be a detergent and dispersant designed to remove deposition from construction, such as pipe dope, loose grease and oils, most loose mill scale, and other extraneous materials. The pre-cleaning detergent shall contain effective penetrants, emulsifiers, peptizers, dispersants, wetting agents, corrosion inhibitors to protect metals that are reactive in an alkaline environment, and shall be safe to handle and use. Effectiveness of the product shall be such that the water need only be at ambient temperatures.

a. The cleaning chemical shall be **Nalco 2567** or OUC approved equal**. The Customer shall submit in writing the proposed alternate chemical to OUC Chilled Water Services.**

b. Add cleaning chemical treatment manufacturer's recommended dosages of chemicals based on the building system volume.

c. **Circulate** cleaning chemical for **48 hours.**

d. The building chilled water system shall then be drained from the lowest point in the system with make-up water fed to the system on a continuous basis. During the draining process, the building chilled water circulating pumps shall be in continuous operation to prevent settling of debris loosened by the pre-cleaning detergent.

e. Circulation and draining shall continue until the total alkalinity, conductivity, clarity, and pH of the water in the building chilled water system is equal to the makeup water used for filling.

f. The Customer is cautioned to ensure temperature and pressure in the system during flushing does not cause rupture disc or relief valves, etc., to open as a result of increased temperature in the chilled water system, as a result of the recirculation process.

g. Clean and inspect all strainers. Replace damaged strainers.

7. **Certification:** After the system is cleaned and flushed, the Customer shall submit Chilled **Water System Cleanliness and Treatment Certification Documentation** to OUC for review and acceptance. This documentation shall be prepared by a qualified chemical cleaning/treatment contractor.

The Customer shall provide documentation of the Cleanliness and Treatment consisting of the following:

- Name of chemical cleaning contractor
- Estimated system volume
- Location of sample points.
- Chemicals used.
- Date/Time chemical cleaning is initiated and completed.
- pH, total alkalinity, and conductivity of makeup water.
- pH, total alkalinity, conductivity, Fe concentration (less than 1 ppm), and clarity of chilled water system after flushing.

The Customer's Contractor Superintendent shall sign the Certification. OUC shall maintain the right to independently verify the condition of the chilled water within the premises. OUC will submit sample results of the OUC chilled water system upon request.

8. **If carbon steel/black iron piping is not ready for operation within 24 hours of the initiation of OUC Chilled Water Service, the Customer shall either treat the affected portions of the system with 25-100 ppm Nalco 2513 (NO SUBSTITUTES) corrosion inhibitor or completely drain the affected portions of the system.** Service to portions of the system that have been cleaned and flushed and are ready to be placed into operation can be initiated if the out of service piping is isolated with all isolation valves locked in the closed position and all other requirements for the initiation of chilled water service are met.

9. Should the Customer desire to place the building chilled water system's main supply and return headers into operation in **phases**, the Customer shall provide means to isolate the operational phases from the phases under construction. **Cross contamination of dirty water and cleaning chemicals shall not be permitted.** The Customer is responsible for cleaning each phase in accordance with the requirements herein including separate certification documents for each phase.

a. If branch piping for future individual fan coil units and/or air handlers are not to be placed into service immediately, the Customer shall lock closed the isolation valves. The Customer shall contact OUC Chilled Water Services to coordinate placing the individual units into service. If the affected piping is not corrosion resistant, it shall be drained or treated with corrosion inhibitor.

b. The Customer shall conduct a thorough flush of the branch piping with clean potable water. **DO NOT FLUSH NEW PIPING VIA THE CHILLED WATER SYSTEM.** If Chilled Water Meters are to be installed, a spool piece in place of the meter shall be installed during the flushing process. The Customer shall

flush until the exiting water is clear. The new piping shall be treated with Nalco 2513 corrosion inhibitor or drained if it is to be left idle for greater than 24 hours.

c. **For installations without heat exchangers, OUC will allow filling of new piping via the OUC Chilled Water System only for small sections of branch piping that have been properly flushed with clean domestic water. It is assumed the building chilled water system supply and return headers are already in service and the sections of piping have been left idle until the required tenant configuration has been determined. The Customer shall contact OUC Chilled Water Services prior to filling the new piping via the building chilled water system. Any in service piping that has been deadheaded shall be momentarily flushed via the building chilled water system to remove accumulated sediment and debris.**

V. Building HVAC Components & Controls Recommendations

OUC strongly recommends the use of high quality components to ensure the building HVAC chilled water system performs as required and is compatible with district cooling. Special consideration must be given to ensure that the building system is designed to maintain a minimum 15 degree F delta T as well as adequate cooling for temperature and humidity control.

- Use 18 degree F delta T rated coils in fan coil units and air-handlers.
- Use 2-way control valves and pressure independent flow limiting devices, or a single device which accomplishes the same result to ensure that manual balancing or bypass of cold chilled water around any fan coil/air handling unit cooling coil is eliminated.
- Use 3-way control valves only as necessary to ensure minimum pump flow and/or building supply header temperature requirements. Ensure chilled water meter (if applicable) is installed relative to the 3-way valve on piping for fan-coil/air handling unit so that only actual consumption is measured.
- Control valve bodies should be rated for at least 150 psi if building system is coupled directly to the OUC Chilled Water District. A pressure-reducing valve may be required due to OUC's higher operating pressures.
- Do not use PVC piping for chilled water under any circumstances.
- Install strainers with integral blow-down hose connection upstream of all fan-coil/air handling chilled water components including individual chilled water meters if applicable. Insure mesh size is adequate to protect all components from fouling.
- Ensure building HVAC automation controls are capable of controlling variable speed drive pumps and flow control devices for **ALL** load conditions to maintain 15 degree delta T and adequate building temperature and humidity control.

- Ensure there is sufficient turndown and/or recirculation available on the pumps for minimum load conditions.

- Ensure building HVAC automation controls are programmed to close chilled water control valves when fan-coil/air handling units are not in use. Ensure thermostat settings for unoccupied spaces are adequate for proper humidity control.

- Ensure Differential Pressure is monitored in the proper location by the building HVAC automation system to control chilled water pump VFDs. The differential pressure set point and monitoring location shall be determined by the Customer's engineer.

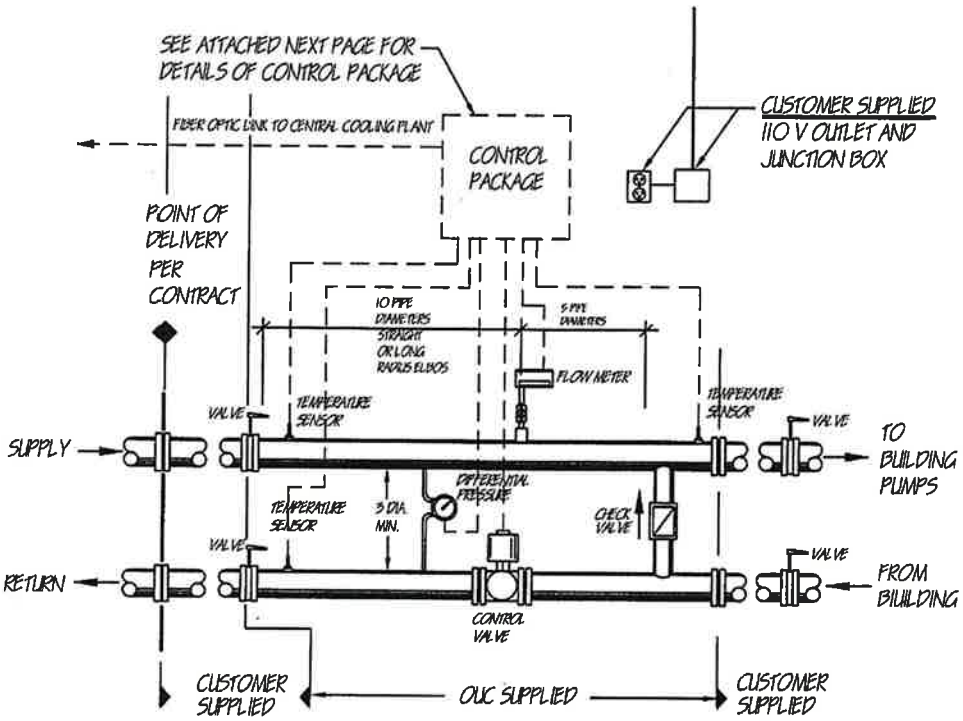
- Routinely flush system components and inspect for proper operation.

- Maintain proper chemistry and makeup water parameters if de-coupled from the OUC system with heat exchangers.

VI. OUC Supplied Equipment: Figure 1 – 6
(Drawings are intended to show typical arrangements and are not to scale)

CHILLED WATER BTUH METER (MASTER)

Figure 1



CUSTOMER SHALL PROVIDE ALL PIPING, PUMPING AND OTHER EQUIPMENT REQUIRED TO DISTRIBUTE CHILLED WATER WITHIN PREMISE

THIS PLAN IS SCHEMATIC ONLY ACTUAL METER STATION WILL BE MODIFIED TO MATCH BUILDING CONDITIONS AND / OR DESIGN

PIPING CAN BE VERTICAL OR HORIZONTAL

BTU METER SIZES:
PIPE SIZED FOR (CONTRACT CAPACITY + 20%)
LENGTH OF METER IS 15 DIAMETERS MINIUM

NOTE: LENGTH OF PIPE CAN BE TOTAL OF VERTICAL AND HORIZONTAL PIPE WITH LONG RADIUS ELBOWS

SIZE	LENGTH
6" PIPE (531 TONS)	7'-6" LENGTH
8" PIPE (957 TONS)	10'-0" LENGTH
10" PIPE (1500 TONS)	12'-6" LENGTH
12" PIPE (2400 TONS)	15'-0" LENGTH

CHILLED WATER BTUH METER (MASTER) WITH PRV

Figure 2

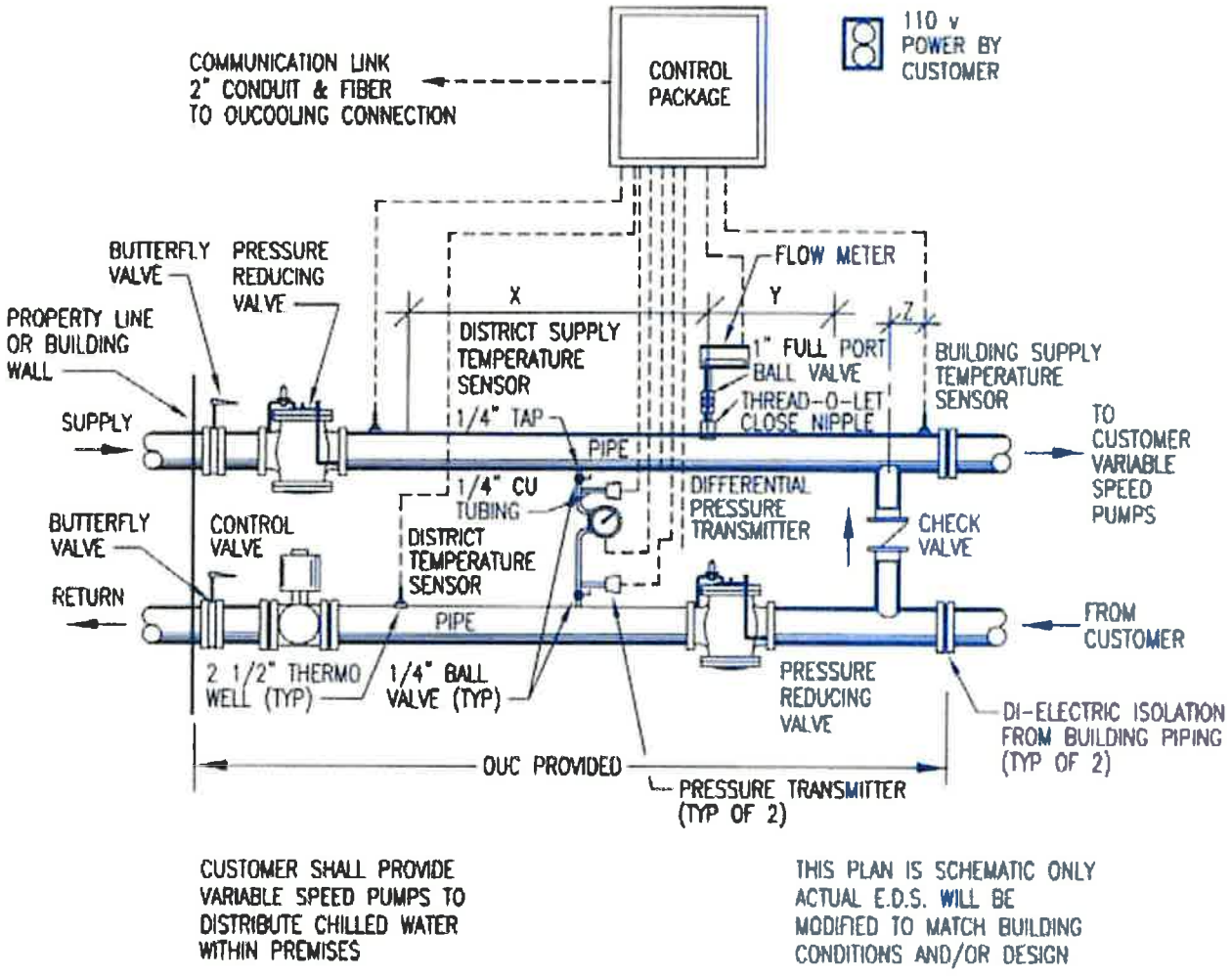
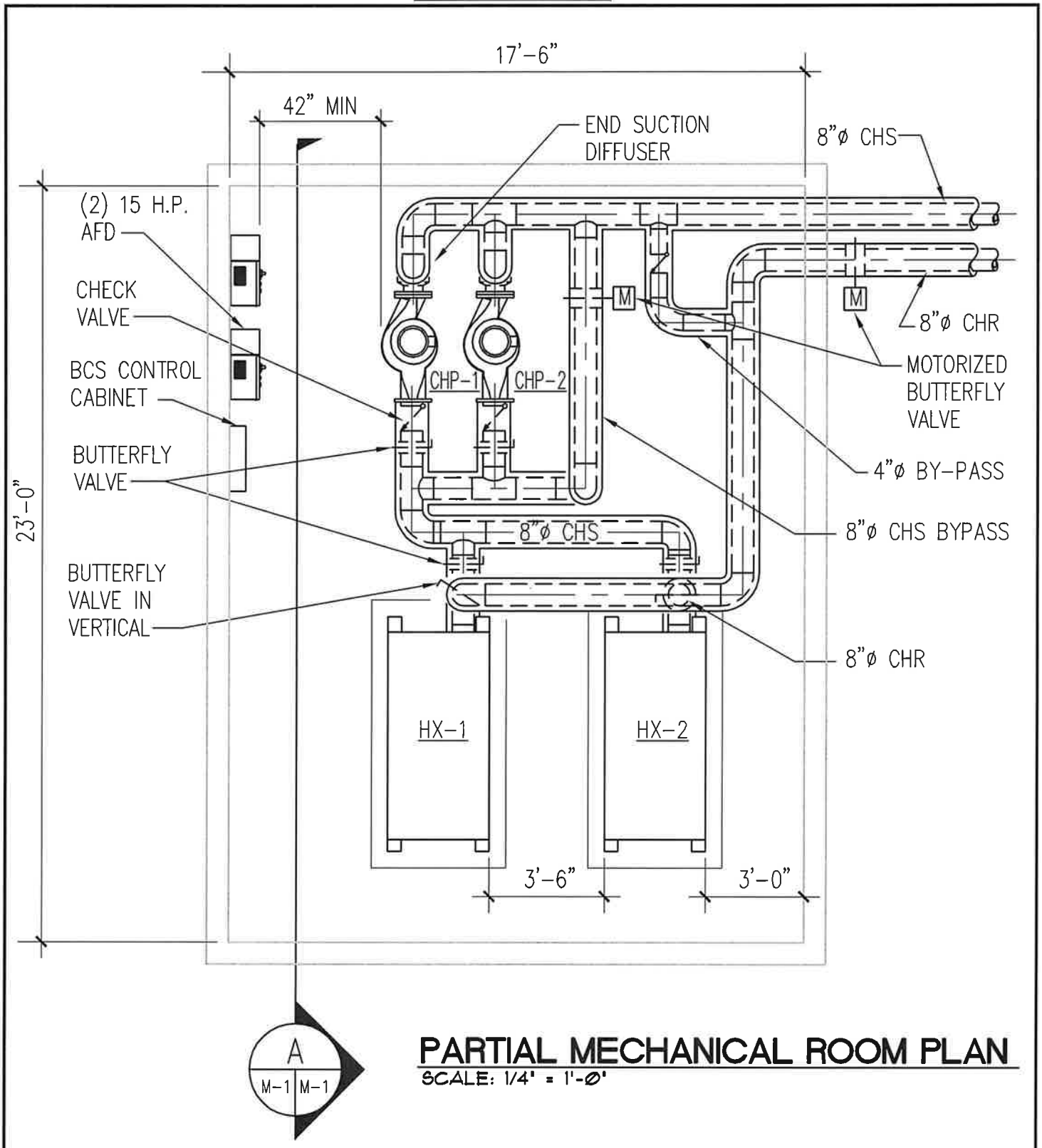


Figure 3.a

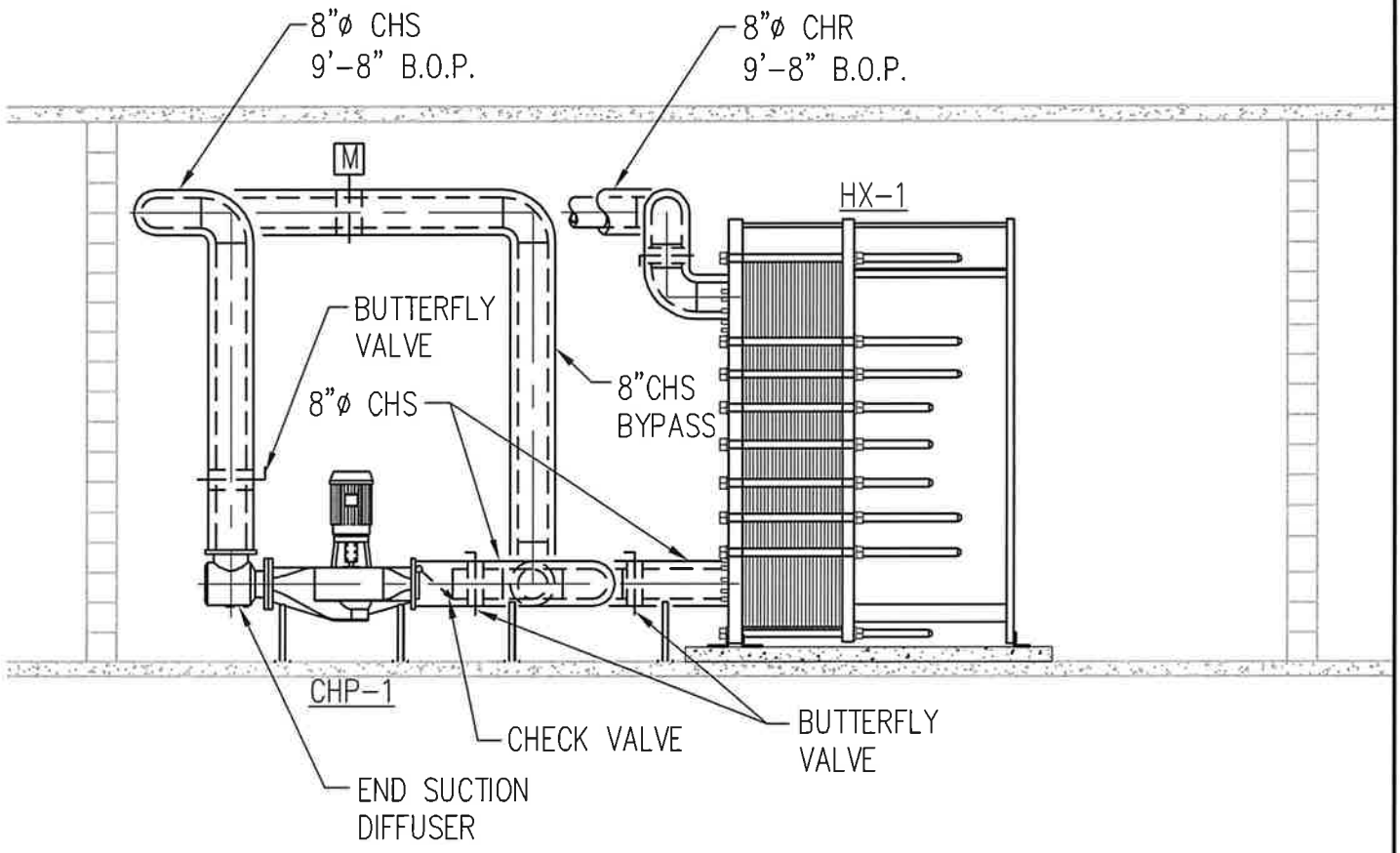


PARTIAL MECHANICAL ROOM PLAN

SCALE: 1/4" = 1'-0"

DATE: 05/04/15	△	DRAWING #:	OUCooling
DRAWN: RN	CK'D: TML	SK-8A	
PARTIAL MECHANICAL ROOM PLAN 8" HEAT EXCHANGER W/ BYPASS			

Figure 3.b



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M-1 | M-1

SECTION THRU MECHANICAL ROOM

SCALE: 1/4" = 1'-0"

DATE: 05/04/15	△	DRAWING #:	OUCooling
DRAWN: RN	CK'D: TML	SK-8B	
SECTION THRU MECHANICAL ROOM 8" HEAT EXCHANGER W/ BYPASS			

Figure 3.c

8" CONNECTION GASKETED PLATE HEAT EXCHANGER SCHEDULE: Specification Section 15735

UNIT NO.	SERVING	COLD SIDE DATA								HOT SIDE DATA								SELECTION BASED ON:		REMARKS
		FLUID	MAX GPM	EWT (°F)	LWT (°F)	PASSES	FOULING	PRESSURE LOSS (PSIG)	INLET / OUTLET (in)	FLUID	GPM	EWT (°F)	LWT (°F)	PASSES	FOULING	PRESSURE LOSS (PSIG)	INLET / OUTLET (in)	MANUFACTURER	MODEL	
HX-1	60% LOAD	WATER	822.9	40	55	1	0.0001	7.4	8	WATER	825	57	42	1	0.0001	7.35	8	ALFA-LAVAL	MX25B-FD	
HX-2	60% LOAD	WATER	822.9	40	55	1	0.0001	7.4	8	WATER	825	57	42	1	0.0001	7.35	8	ALFA-LAVAL	MX25B-FD	

8" HEAT EXCHANGER PUMP SCHEDULE: Specification Section 15140

UNIT NO.	SERVING	TYPE	GPM	HEAD FT. H20	PUMP EFF. %	CONN. SIZE		MOTOR DATA				SELECTION BASED ON:		REMARKS
						INLET	OUTLET	HP	RPM	VOLT	PH.	MANUFACTURER	MODEL	
CHP-1	HX-1	IN-LINE	823	30	83.5	8	8	10	1170	460	3	ARMSTRONG	4300 8X8X10	FOR AFD USE
CHP-2	HX-2	IN-LINE	823	30	83.5	8	8	10	1170	460	3	ARMSTRONG	4300 8X8X10	FOR AFD USE

8" HEAT EXCHANGER ADJUSTABLE FREQUENCY DRIVES Specification Section 15057

AFD UNIT NO.	SERVING	ELECTRICAL DATA				MOUNTING LOCATION	SELECTION BASED ON:		REMARKS
		HP	VOLTAGE	PHASE	HZ		MANUFACTURER	MODEL	
AFD-1	CHP-1	10	460	3	60	INDOORS	DANFOSS	VLT6000-H14	WITH BYPASS
AFD-2	CHP-2	10	460	3	60	INDOORS	DANFOSS	VLT6000-H14	WITH BYPASS

DATE: 06/28/05 △

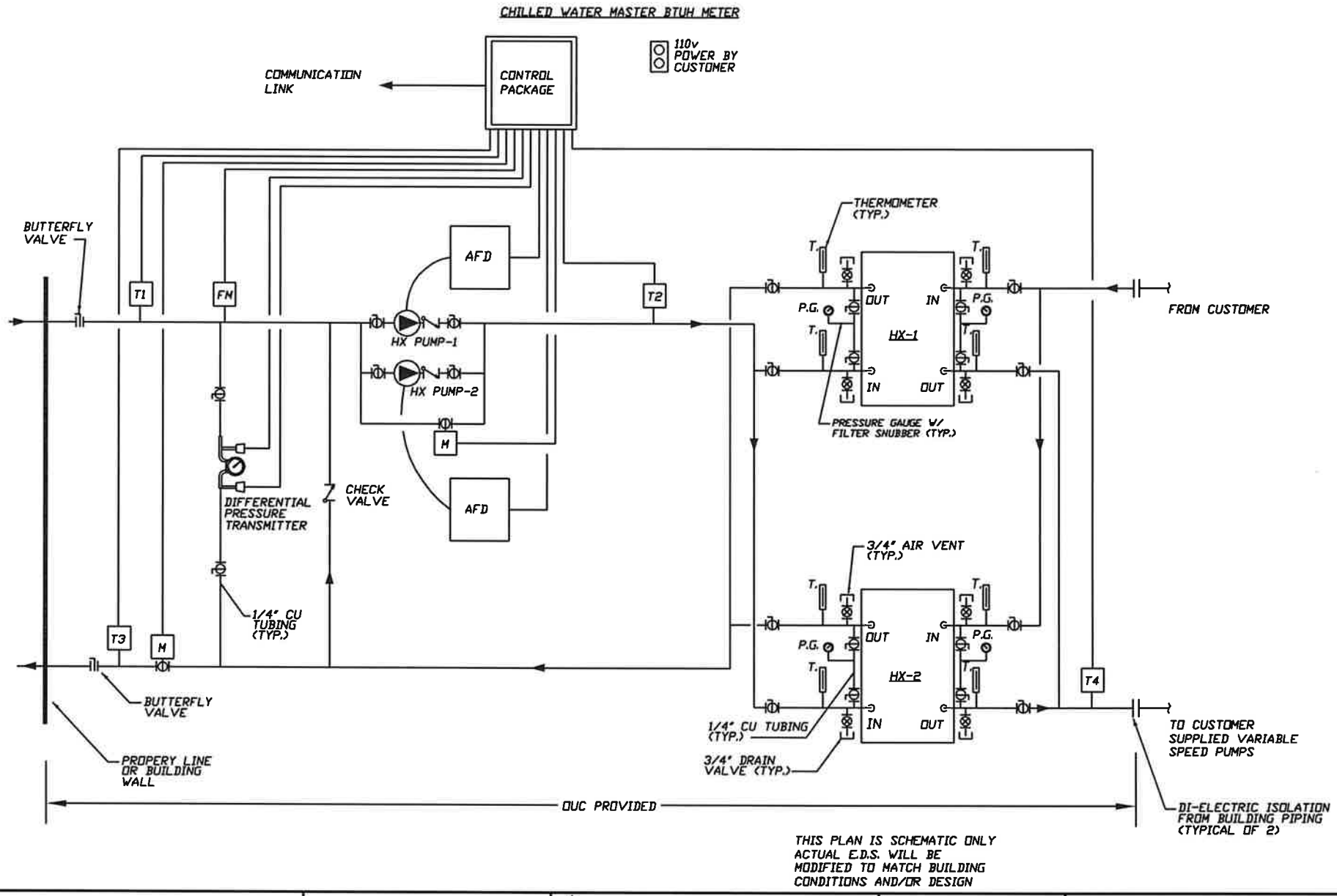
DRAWN: LJH CK'D: TML

MECHANICAL
EQUIPMENT SCHEDULES
8" HEAT EXCHANGER

DRAWING #:
SK-
8C

OUCOOLING

Figure 3.d

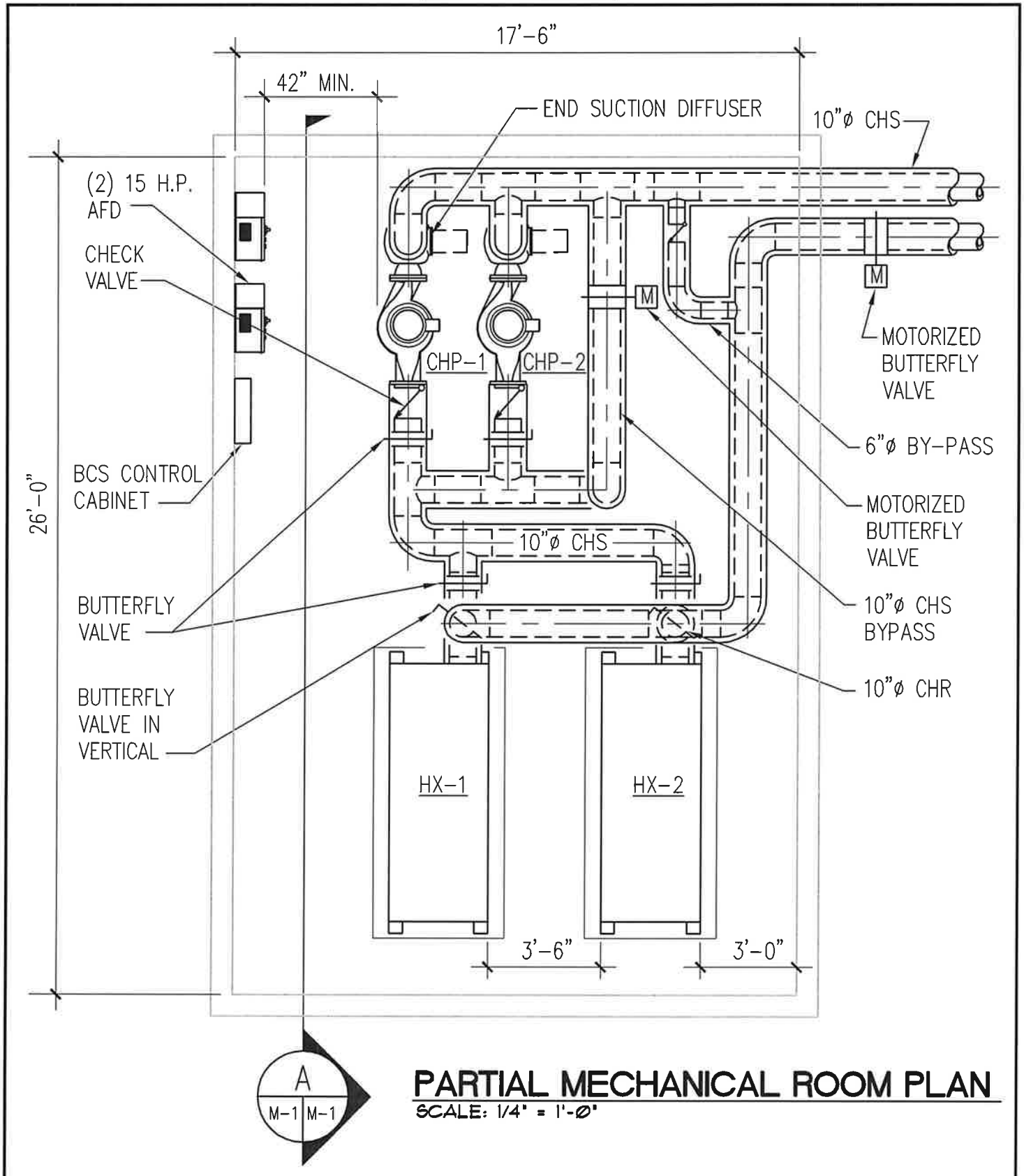


DATE: 05/04/15	△	DRAWING #:
DRAWN: RN	CK'D: TML	SK-8D

PIPING SCHEMATIC
8" HEAT EXCHANGER W/ BYPASS

OUCooling

Figure 4.a

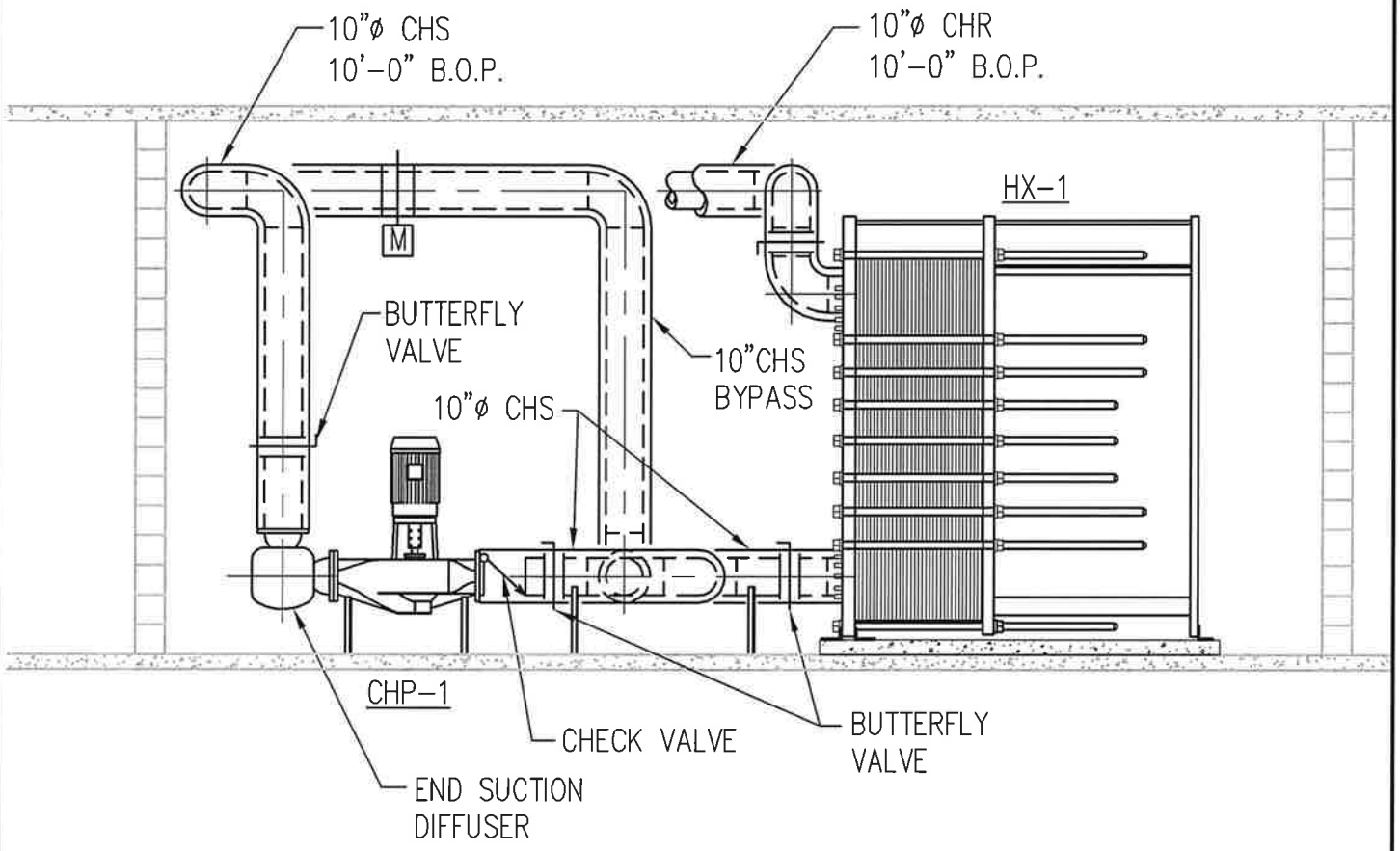


PARTIAL MECHANICAL ROOM PLAN

SCALE: 1/4" = 1'-0"

DATE: 05/04/15	△	DRAWING #:	OUCooling
DRAWN: RN	CK'D: TML	SK-10A	
PARTIAL MECHANICAL ROOM PLAN 10" HEAT EXCHANGER W/ BYPASS			

Figure 4.b



A
M-1 | M-1

SECTION THRU MECHANICAL ROOM

SCALE: 1/4" = 1'-0"

DATE: 05/04/15	△	DRAWING #: SK-10B
DRAWN: RN	CK'D: TML	
PARTIAL MECHANICAL ROOM PLAN 10" HEAT EXCHANGER W/ BYPASS		**OUCOOLING**

Figure 4.c

10" CONNECTION GASKETED PLATE HEAT EXCHANGER SCHEDULE: Specification Section 15735

UNIT NO.	SERVING	COLD SIDE DATA								HOT SIDE DATA								SELECTION BASED ON:		REMARKS
		FLUID	GPM	EWT (°F)	LWT (°F)	PASSES	FOULING	PRESSURE LOSS (PSIG)	INLET / OUTLET (in)	FLUID	GPM	EWT (°F)	LWT (°F)	PASSES	FOULING	PRESSURE LOSS (PSIG)	INLET / OUTLET (in)	MANUFACTURER	MODEL	
HX-1	60% LOAD	WATER	1056	40	55	1	0.0001	10	10	WATER	1056	57	42	1	0.0001	9.9	10	ALFA-LAVAL	MX25B-FD	
HX-2	60% LOAD	WATER	1056	40	55	1	0.0001	10	10	WATER	1056	57	42	1	0.0001	9.9	10	ALFA-LAVAL	MX25B-FD	

10" HEAT EXCHANGER PUMP SCHEDULE: Specification Section 15140

UNIT NO.	SERVING	TYPE	GPM	HEAD FT. H20	PUMP EFF. %	CONN. SIZE		MOTOR DATA				SELECTION BASED ON:		REMARKS
						INLET	OUTLET	HP	RPM	VOLT	PH.	MANUFACTURER	MODEL	
CHP-1	HX-1	IN-LINE	1056	35	86	8	8	15	1170	460	3	ARMSTRONG	4300 8X8X11.5	FOR AFD USE
CHP-2	HX-2	IN-LINE	1056	35	86	8	8	15	1170	460	3	ARMSTRONG	4300 8X8X11.5	FOR AFD USE

10" HEAT EXCHANGER ADJUSTABLE FREQUENCY DRIVES Specification Section 15057

AFD UNIT NO.	SERVING	ELECTRICAL DATA				MOUNTING LOCATION	SELECTION BASED ON:		REMARKS
		HP	VOLTAGE	PHASE	HZ		MANUFACTURER	MODEL	
AFD-1	CHP-1	15	460	3	60	INDOORS	DANFOSS	VLT6000-H21	WITH BYPASS
AFD-2	CHP-2	15	460	3	60	INDOORS	DANFOSS	VLT6000-H21	WITH BYPASS

DATE: 06/28/05 △

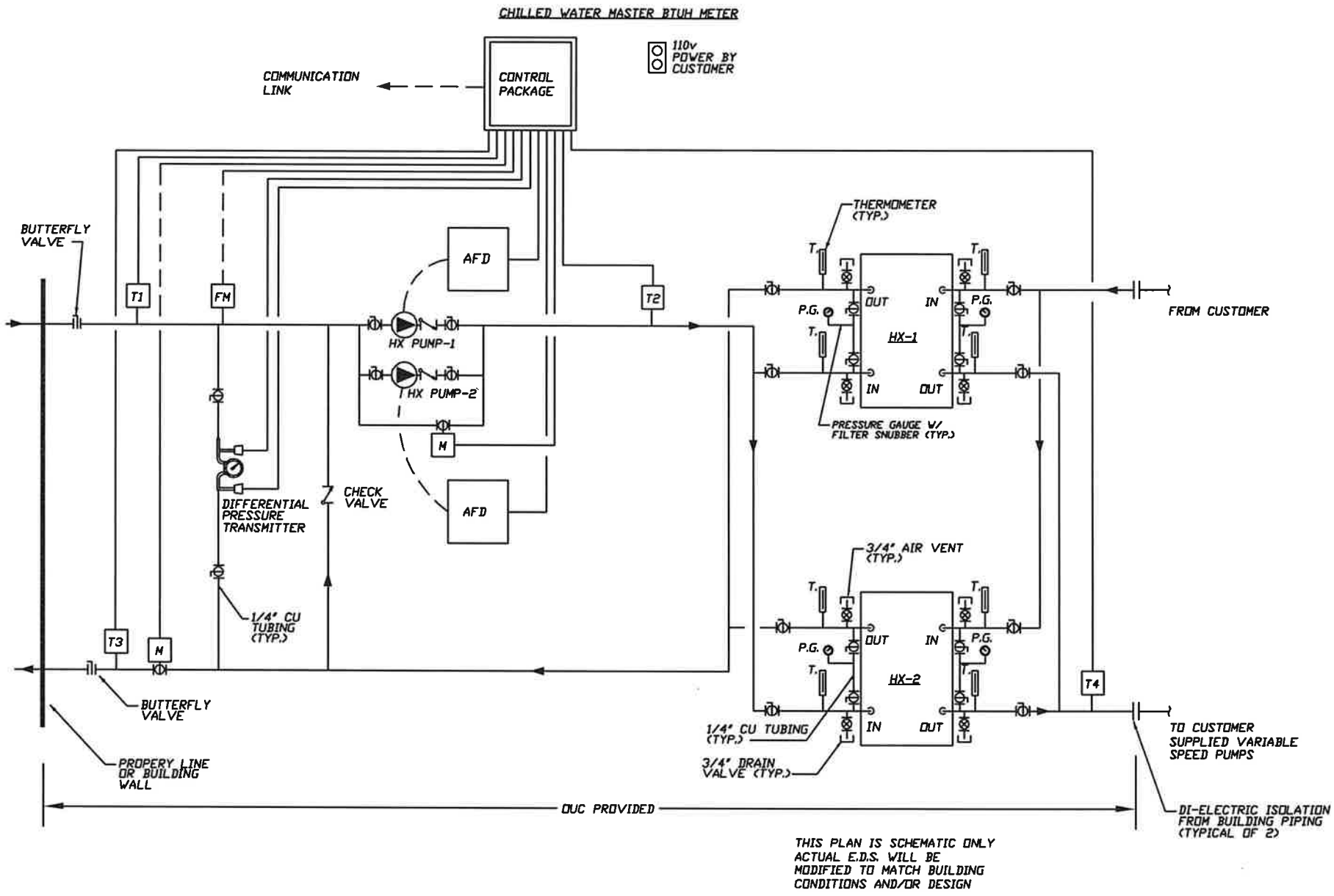
DRAWN: LJH CK'D: TML

MECHANICAL
EQUIPMENT SCHEDULES
10" HEAT EXCHANGER

DRAWING #:
SK-
10C

OUCOOLING

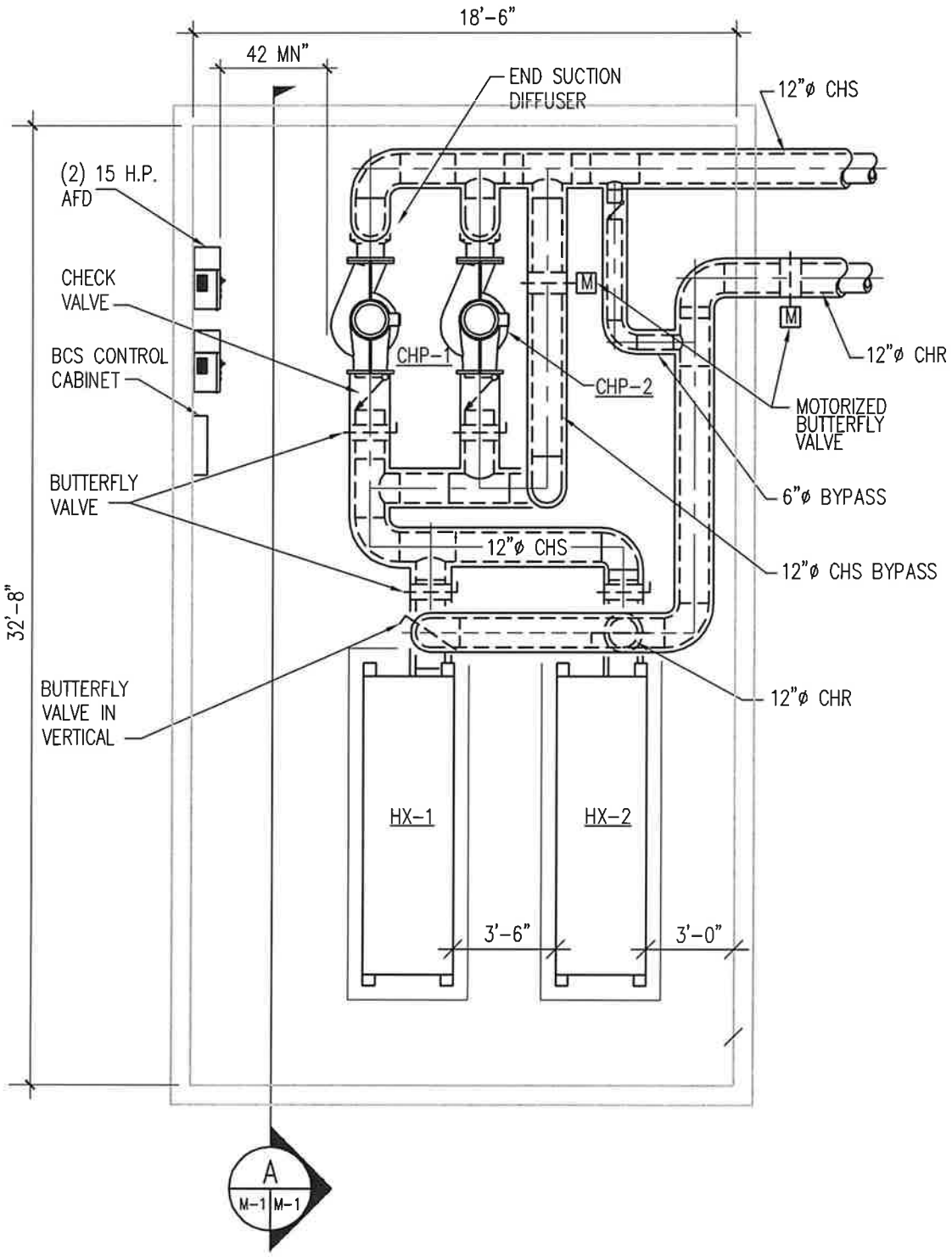
Figure 4.d



DATE: 05/04/15	△	DRAWING #:	
DRAWN: RN	CK'D: TML	SK-10D	OUCooling

PIPING SCHEMATIC
10" HEAT EXCHANGER W/ BYPASS

Figure 5.a

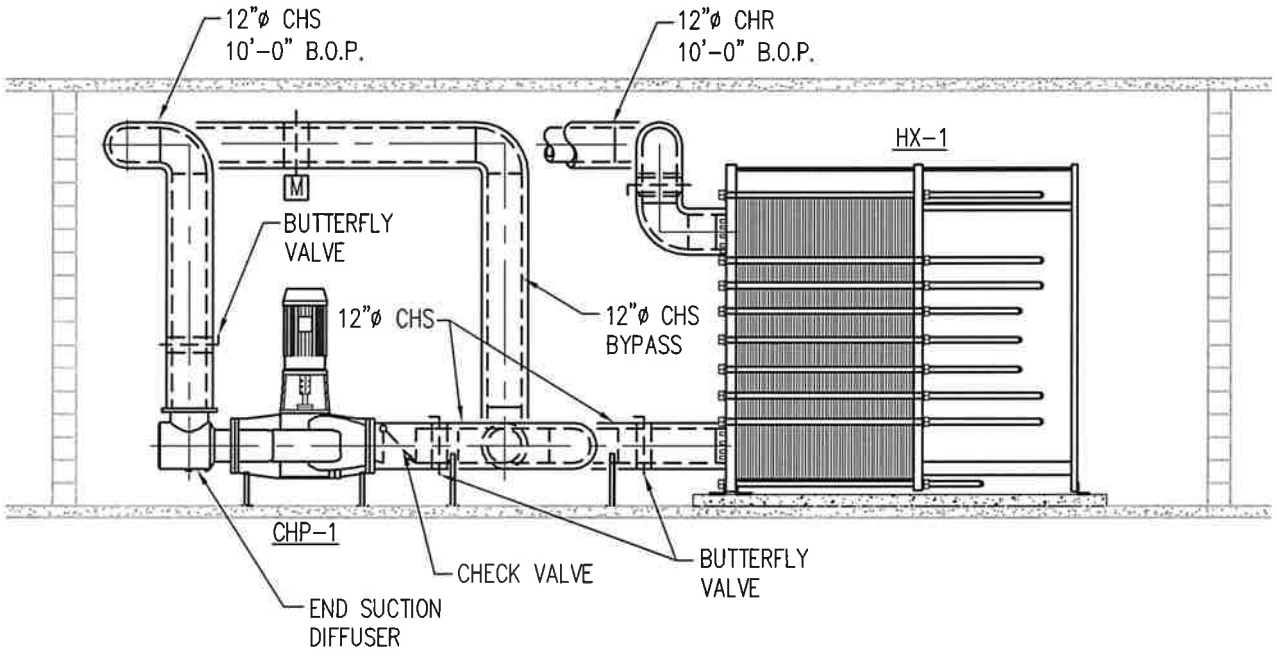


PARTIAL MECHANICAL ROOM PLAN

SCALE: 3/16" = 1'-0"

DATE: 05/04/15	△	DRAWING #:	OUCOOLING
DRAWN: RN	CK'D: TML	SK-12A	
PARTIAL MECHANICAL ROOM PLAN 12" HEAT EXCHANGER W/ BYPASS			

Figure 5.b



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M-1 | M-1

SECTION THRU MECHANICAL ROOM

3/16" = 1'-0"

DATE: 05/04/15	△	DRAWING #:	OUCooling
DRAWN: RN	CK'D: TML	SK-12B	
SECTION THRU MECHANICAL ROOM 12" HEAT EXCHANGER W/ BYPASS			

Figure 5.c

12" CONNECTION GASKETED PLATE HEAT EXCHANGER SCHEDULE: Specification Section 15735

UNIT NO.	SERVING	COLD SIDE DATA																SELECTION BASED ON:		REMARKS
		FLUID	MAX GPM	EWT (°F)	LWT (°F)	PASSES	FOULING	PRESSURE LOSS (PSIG)	INLET / OUTLET (in)	FLUID	GPM	EWT (°F)	LWT (°F)	PASSES	FOULING	PRESSURE LOSS (PSIG)	INLET / OUTLET (in)	MANUFACTURER	MODEL	
HX-1	60% LOAD	WATER	1925	40	55	1	0.0001	8.2	12	WATER	1925	57	42	1	0.0001	8.22	12	ALFA-LAVAL	MX25B-FD	
HX-2	60% LOAD	WATER	1925	40	55	1	0.0001	8.2	12	WATER	1925	57	42	1	0.0001	8.22	12	ALFA-LAVAL	MX25B-FD	

12" HEAT EXCHANGER PUMP SCHEDULE: Specification Section 15140

UNIT NO.	SERVING	TYPE	GPM	HEAD FT. H20	PUMP EFF. %	CONN. SIZE		MOTOR DATA				SELECTION BASED ON:		REMARKS
						INLET	OUTLET	HP	RPM	VOLT	PH.	MANUFACTURER	MODEL	
CHP-1	HX-1	IN-LINE	1925	30	75.7	12	12	20	1170	460	3	ARMSTRONG	4300 12X12X13	FOR AFD USE
CHP-2	HX-2	IN-LINE	1925	30	75.7	12	12	20	1170	460	3	ARMSTRONG	4300 12X12X13	FOR AFD USE

12" HEAT EXCHANGER ADJUSTABLE FREQUENCY DRIVES Specification Section 15057

AFD UNIT NO.	SERVING	ELECTRICAL DATA				MOUNTING LOCATION	SELECTION BASED ON:		REMARKS
		HP	VOLTAGE	PHASE	HZ		MANUFACTURER	MODEL	
AFD-1	CHP-1	20	460	3	60	INDOORS	DANFOSS	VLT6000-H27	WITH BYPASS
AFD-2	CHP-2	20	460	3	60	INDOORS	DANFOSS	VLT6000-H27	WITH BYPASS

DATE: 06/28/05 △

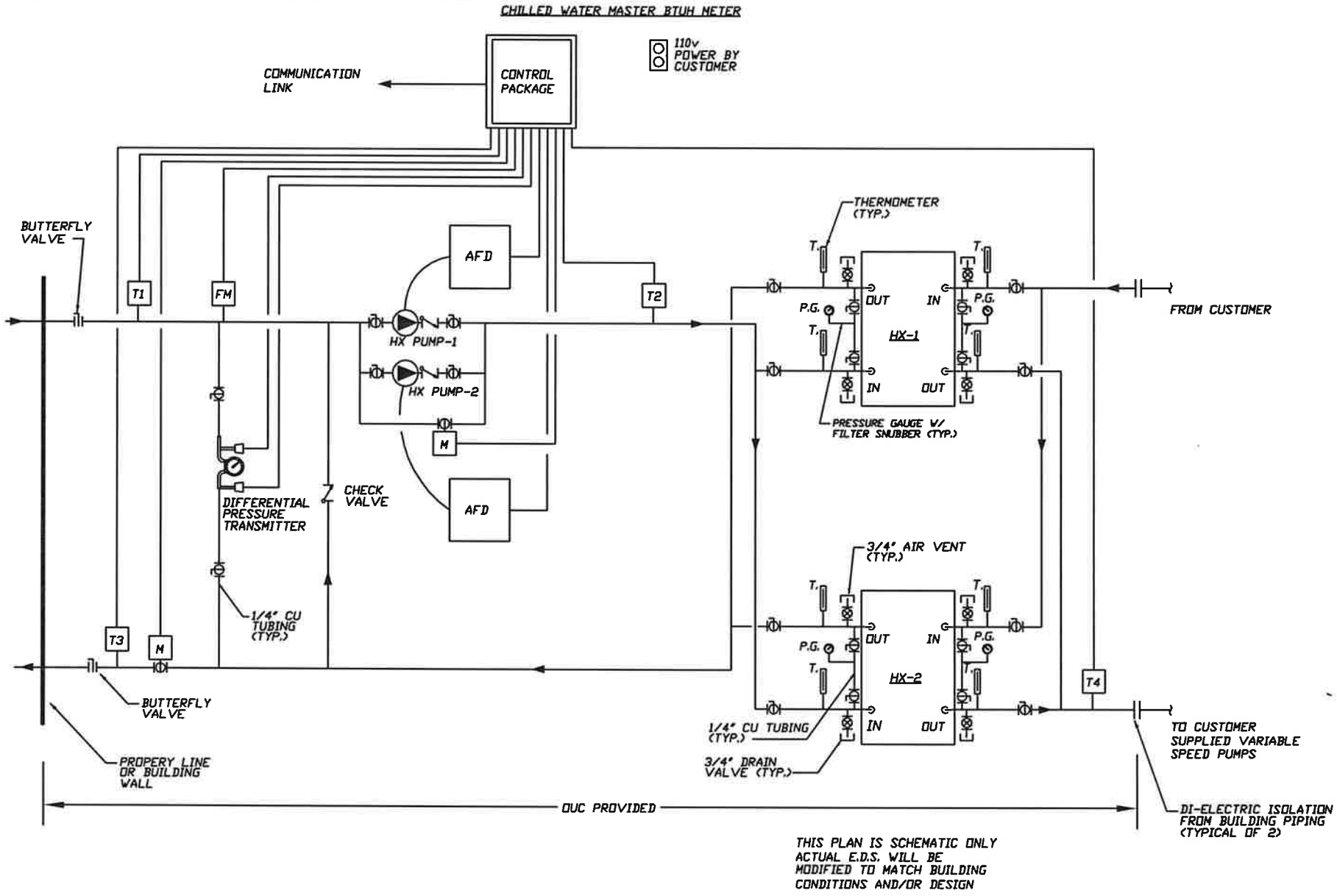
DRAWN: LJH CK'D: TML

MECHANICAL
EQUIPMENT SCHEDULES
12" HEAT EXCHANGER

DRAWING #:
SK-
12C

OUCOOLING

Figure 5.d

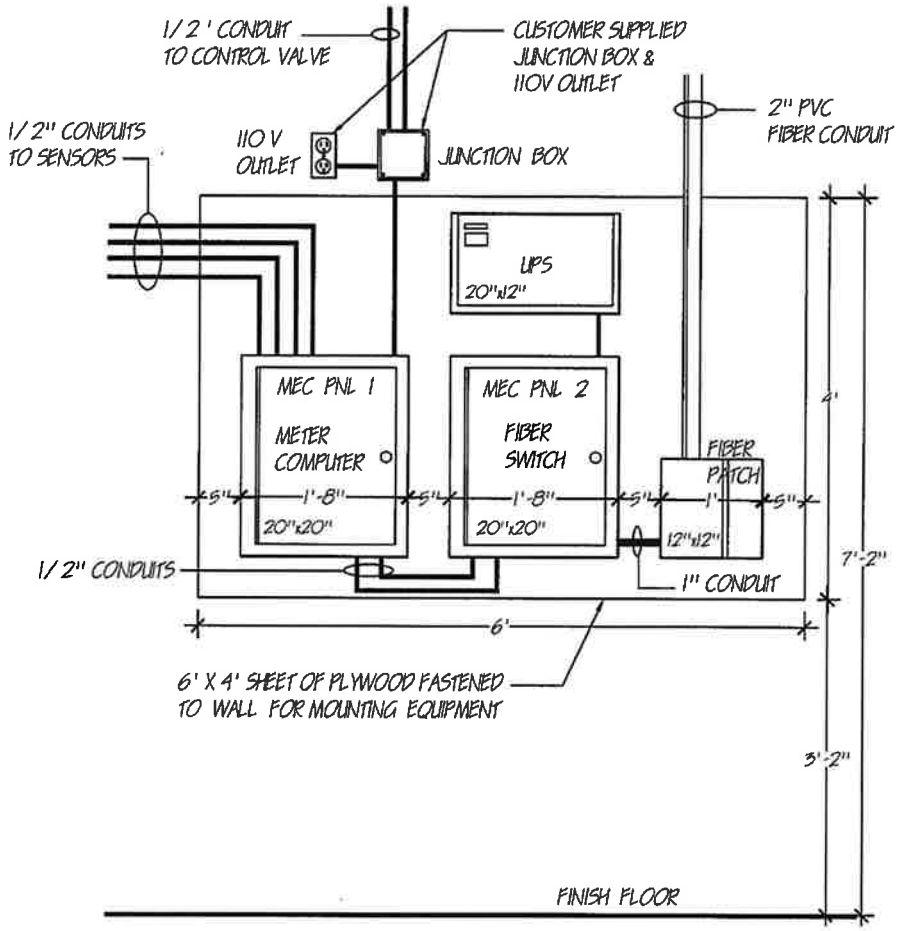


DATE: 05/04/15	△	DRAWING #:
DRAWN: RN	CK'D: TML	SK-12D

MECHANICAL EQUIPMENT SCHEDULES
12" HEAT EXCHANGER W/ BYPASS

OUCooling

CHILLED WATER BTU MASTER BTU METER
ELECTRONICS LAYOUT
FIGURE 6



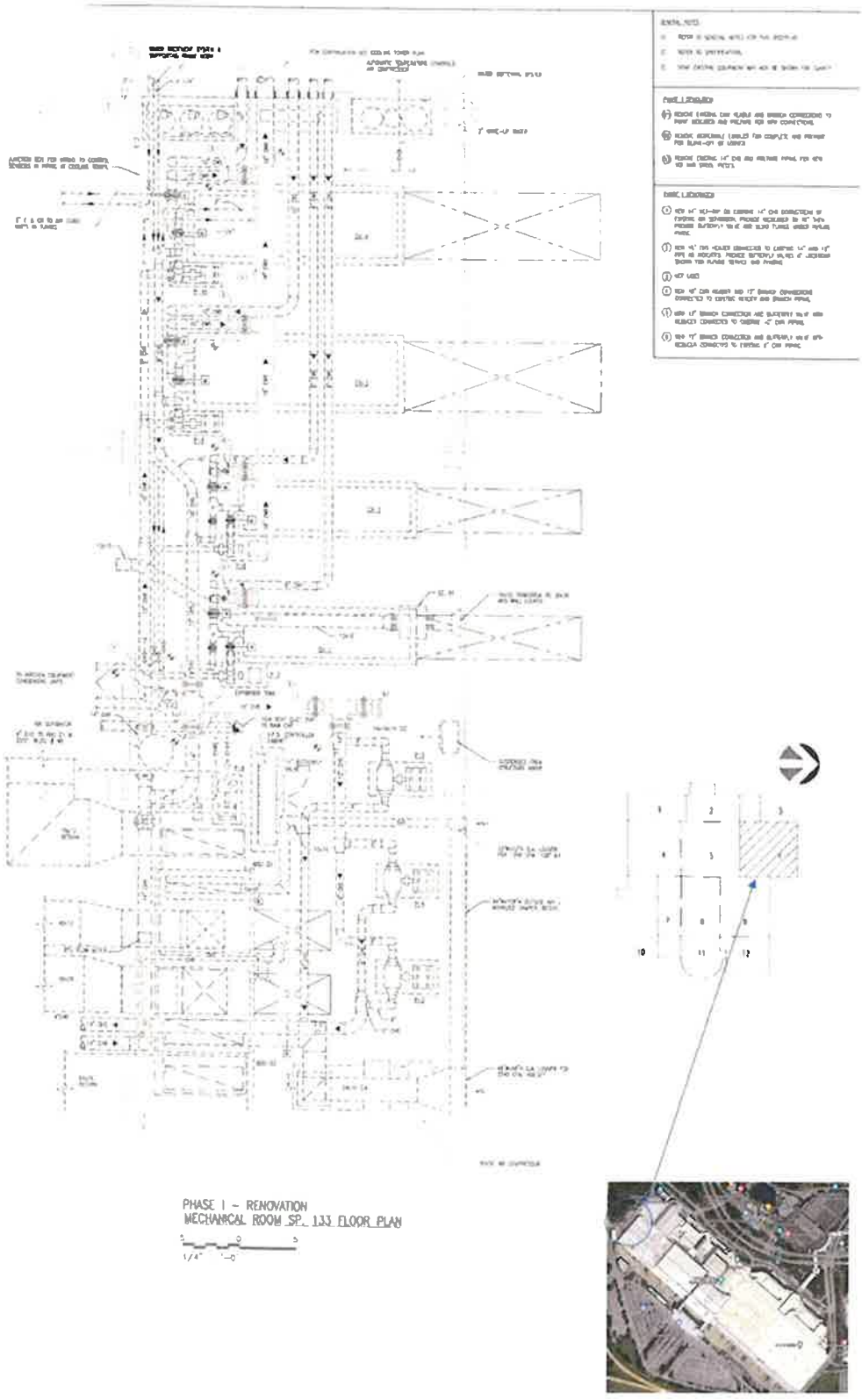
MAINTAIN AT LEAST 10 FEET BETWEEN CONTROL COMPUTER AND CUSTOMER PUPM VFD

EXHIBIT D - RIGHTS OF WAY, LICENSES, AND EASEMENTS (if applicable)

In accordance with Article 7 of this Agreement, Customer hereby grants to Company all necessary rights-of-way, access rights, easements and licenses during the term of this Agreement for such purposes at no cost to Company. Customer further agrees to execute such licenses, easements, grants, deeds, or other documents as Company may require to enable it to record such access rights, licenses and easements. Notwithstanding anything contained herein above, an easement for Company access shall only be deemed necessary in the event the OCCC South Plant is not decommissioned and demolished. Said easement shall be for access to the OCCC South Plant and facilities associated therewith. The Parties acknowledge that a license is sufficient for all other Company access.

The following description sketches are incorporated to this Agreement for reference only and shall be replaced with final license and/or easement documents before the commencement of construction work.

OCCC North Plant



PHASE I - RENOVATION
MECHANICAL ROOM SP. 133 FLOOR PLAN

OCCC South Plant

SKETCH OF DESCRIPTION

SEE SHEET 2 FOR DESCRIPTION

ORANGE COUNTY, FLORIDA

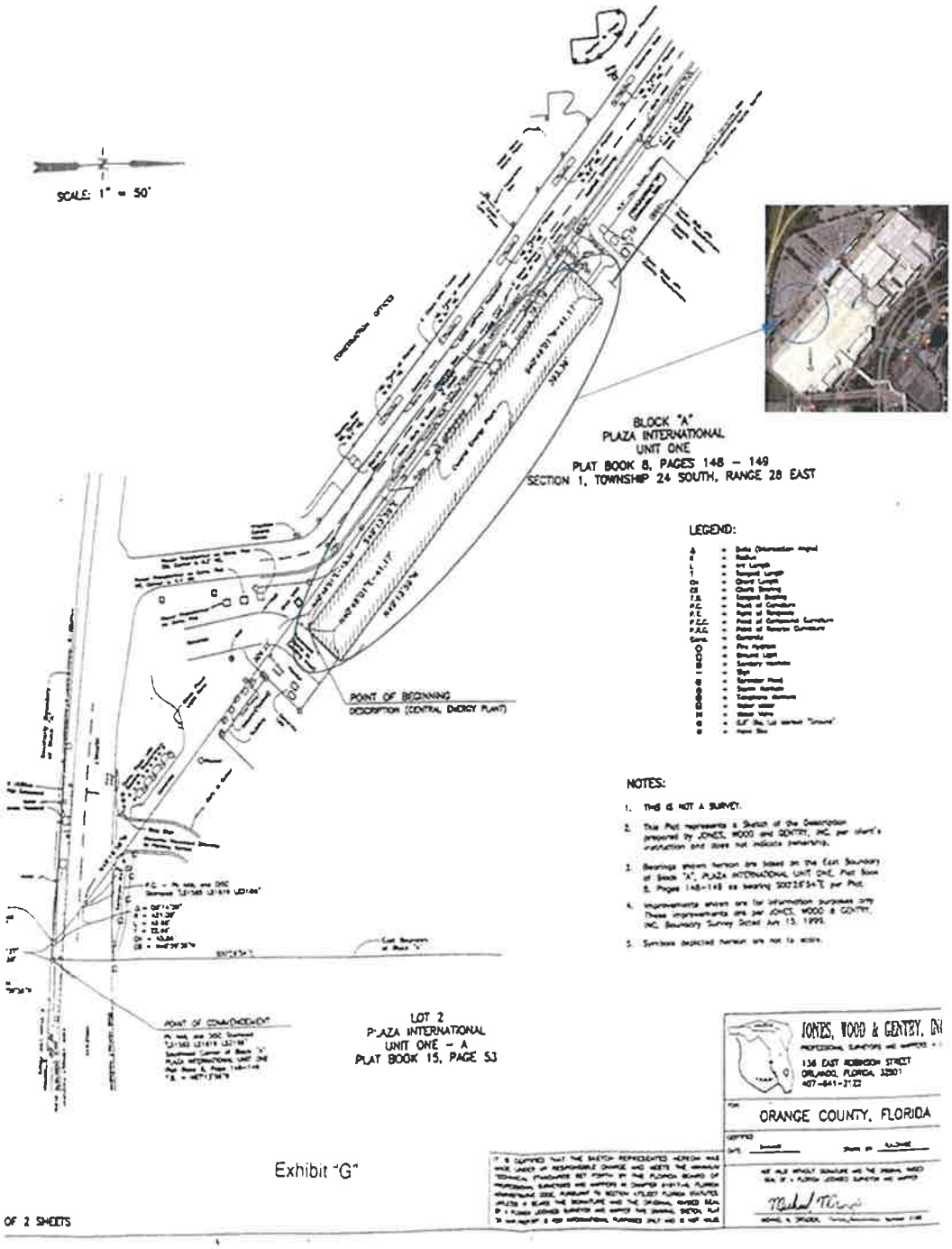


Exhibit "G"

OF 2 SHEETS

South Concourse

In anticipation of the South Concourse expansion project, Customer, at its expense, shall connect into the Company 30-inch chilled water underground pipes to install new pipes ("Insulated Risers"), isolation valves and fiber conduit for the purpose of providing Service to the expansion project and the existing South Concourse, as generally illustrated in this Exhibit D – Figure 1. The demarcation of responsibilities between the Customer System and the Company System shall be located between the flange assembly connecting the Customer isolation valves to the Company 30-inch pipe. The elevation of the flange assembly shall not exceed three feet above ground.

The Customer shall decommission the section of the Company 30-inch chilled water underground pipes extending from the "Insulated Risers" to the Company isolation valves inside the mechanical room. As generally illustrated in this Exhibit D – Figure 1, the Customer shall cap the Company 30-inch chilled water underground pipes approximately one foot downstream from the "Insulated Risers" and shall remove and return the Company isolation valves inside the mechanical room to Company.

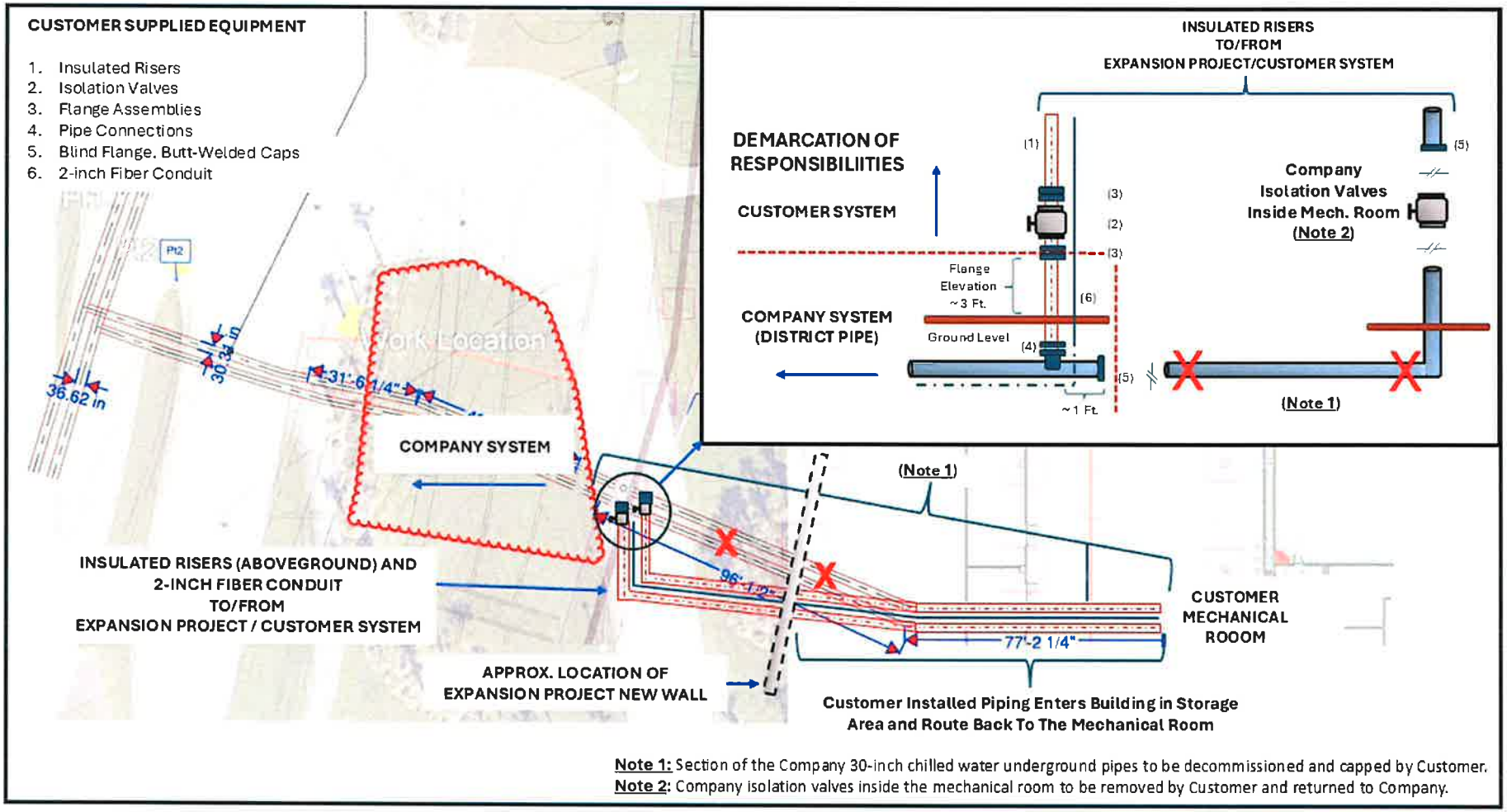
The installation of the "Insulated Risers" and the decommissioning of the Company 30-inch chilled water pipes may require the relocation of the Company equipment currently in service inside the Customer mechanical room. Such Company equipment includes: 1) the BTU meter and control package; 2) dedicated power source; 3) flow meter and temperature sensors; 4) control valve and actuator; 5) fiber optic, fiber conduit and fiber switch; 6) pressure sensors and differential pressure sensors; and 7) connecting conduit and wiring.

In the event the Company equipment needs to be relocated, the Customer shall remove and install the equipment in compliance with the Exhibit C. Prior to removing the Company equipment, Customer shall coordinate the work and the new location of the equipment with the Company. The inability to provide Service while the equipment is relocated shall not constitute an event of default by the Company.

Customer hereby acknowledges that it is relying on its engineers and agents and not the Company regarding the final design and installation methods of the "Insulated Risers", isolation valves; and the decommissioning of the Company 30-inch pipes. Company retains the right to review the final design of Customer System to ensure compliance with Company standards, and the right to inspect Customer System prior to commencement of Service. Company shall promptly advise Customer if any design of the Customer System shall not meet Company's standards and Company shall make recommendations to Customer to ensure compliance with Company standards. The Company's rights of review and inspection hereunder shall not subject Company to any liability to Customer and shall not constitute any warranty or guarantee of performance or effectiveness. The mechanical connection to the Company 30-inch chilled water underground including welds, saddles, pipe extensions, flanges and caps, shall be guaranteed for one year from the acceptance in writing by the Company.

EXHIBIT D – FIGURE 1

(SOUTH CONCOURSE- NOT TO SCALE)



Note 1: Section of the Company 30-inch chilled water underground pipes to be decommissioned and capped by Customer.
Note 2: Company isolation valves inside the mechanical room to be removed by Customer and returned to Company.

North Concourse

The demarcation of responsibilities between the Company System and the Customer System for the chilled water service line feeding the North Concourse shall be located between the flange assembly connecting the Company isolation valves to the Customer 24-inch pipe as generally illustrated in this Exhibit D – Figure 2.

The Company equipment includes: 1) the BTU meter and control package; 2) dedicated power source; 3) flow meter and temperature sensors; 4) control valve and actuator; 5) fiber optic, fiber conduit and fiber switch; 6) pressure sensors and differential pressure sensors; and 7) connecting conduit and wiring.

In the event the Company equipment needs to be relocated in the future, the Customer shall remove and install the equipment in compliance with the Exhibit C. Prior to removing the Company equipment, Customer shall coordinate the work and the new location for the equipment with the Company. The inability to provide Service while the equipment is relocated shall not constitute an event of default by the Company.

EXHIBIT D – FIGURE 2

(NORTH CONCOURSE - NOT TO SCALE)

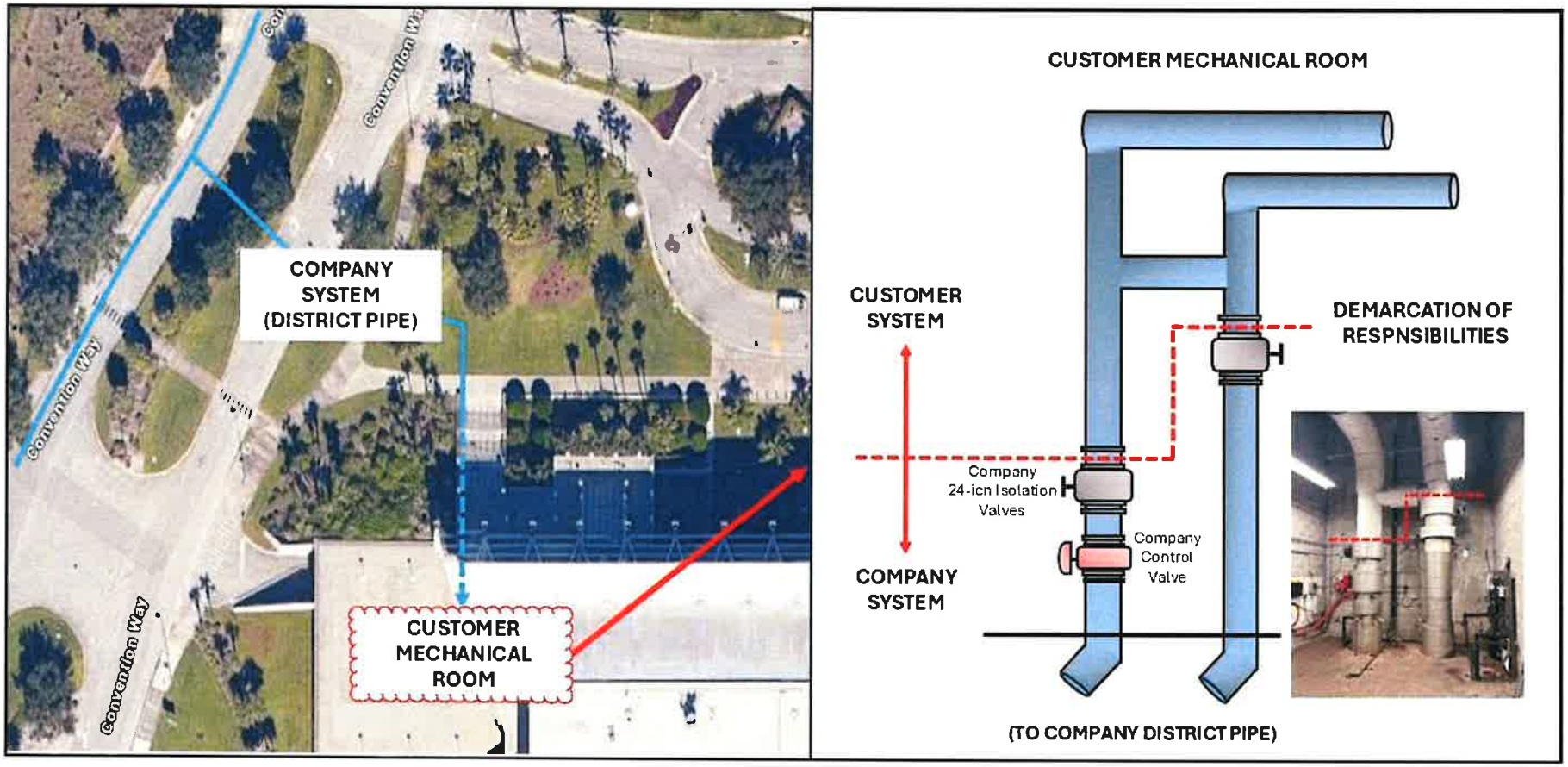


EXHIBIT E – HEAT LOAD ANALYSIS

Customer and Company hereby agree to the use of historical chilled water demand and consumption trends to determine the Contract Capacity as further defined in Exhibit A.

In the event of future expansion projects on the Premises, Customer at its expense, shall provide signed and sealed heat load analysis performed by a registered Professional Engineer in the State of Florida. Company shall use reasonable efforts to provide the additional Service in accordance with Article 2 paragraph I.

EXHIBIT F – CONCEPTUAL DESCRIPTION OF THE CEP AND OCCC NORTH PLANT RESTORATION

A. CEP

Company shall provide all labor, services, materials and equipment necessary to properly complete the design, permitting, construction and integration of the CEP including the connection to the existing Company's distribution system and utility services.

All Work and equipment defined in Exhibit F shall be in compliance with the applicable provisions of the following codes and standards: Florida Building Code (FBC), Florida Fire Prevention Code (FFPC), National Fire Protection Association (NFPA), American National Standards Institute (ANSI), Requirements of Local Power Corporation, the Illuminating Engineering Society (IES), the Occupational Safety and Health Act (OSHA).

The initial phase of construction of the CEP shall be composed of centrifugal water-cooled chilling units with adjustable frequency drives installed in pairs in a series counter-flow arrangement with a combined production capacity of approximately 12,300 tons. The CEP shall be equipped with variable volume primary chilled water pumps that will be headered together to circulate chilled water in the primary distribution loop. The primary chilled water pumps are equipped with adjustable frequency drives and will be controlled to match the campus load. A minimum flow bypass between the primary supply and return is utilized to ensure that the minimum flow through the operating chillers is maintained. The CEP will include aboveground cooling towers and all plumbing, fixtures, fire protection, building air conditioning, heating, exhausts and ventilation with the required supports and hangers as required to support the building and equipment. All switchgear shall be fully rated with 20% spare capacity to each service and branch/distribution panel. Provide coordination study with arc flash analysis for all major switchgear. The study shall verify the adequacy of all equipment implemented and verify the correct application of circuit protective devices and other system components. Fault conditions of all motors greater than 2 HP shall be considered.

In the event Company is not able to secure the ownership of the land designated for the construction of the CEP, Customer and Company shall agree to proceed with the restoration of the existing OCCC South Plant and the installation of 12,450 tons.

B. OCCC NORTH PLANT RESTORATION

The restoration of the OCCC North Plant shall b0e composed of centrifugal water-cooled chilling units, rated at 4160 V, in a parallel counter-flow arrangement with a combined production capacity of approximately 1,500 tons. The OCCC North Plant will be equipped with dedicated variable volume primary chilled water pumps to circulate chilled water in the primary distribution loop. The primary chilled water pumps will be equipped with adjustable frequency drives and will be controlled to match the campus load. A minimum flow bypass between the primary supply and return will be utilized to ensure that the minimum flow through the operating chillers is maintained. The OCCC North Plant will include the restoration of the existing aboveground cooling towers, and all new plumbing and fixtures; fire protection; building air conditioning and heating provided that space is available for such equipment; exhausts and ventilation with the required supports and hangers as required to support the building and equipment. All switchgear shall be fully rated with 20% spare capacity to each service and branch/distribution panel. The new 4160 V gear shall feed chillers, one (1) stepdown transformer (4160V-277/480v), a 277/480V panelboard to feed pumps, one (1) subsequent 480-120/208V transformer and panelboard for control power circuits. The intent is for a single utility meter to serve all 4160 V and downstream loads. This 4160V gear shall be maintained by Company. Provide coordination study with arc flash analysis for all major switchgear. The study shall verify the adequacy of all equipment implemented and verify the correct application of circuit protective devices and other system components. Fault conditions of all motors greater than 2HP shall be considered. A cutover plan shall be included with drawing packages that demonstrates full conversion to new utility source, available fault current information, fault current calculations, one-line diagrams, floor plans, enlarged plans, schedules, etc. All branch circuits shall be THHN/THWN 600V insulation for 480V and below. All electrical equipment (metallic conduit, motor frames, panelboards, etc.) shall be bonded together with a green insulated or bare copper system grounding conductor in accordance with specific rules of Article 250 of NFPA 70 (NEC). Bonding conductor through the raceway system shall be continuous from main switch ground bus to panel ground bar of each panelboard, and from panel grounding bar of each panelboard to branch circuit equipment and devices. All raceways shall have an insulated copper system ground conductor throughout the entire length of circuit installed within conduit in strict accordance with NEC. All grounding shall be connected to existing building grounding system. Wire shall be stranded copper, insulated THWN, or bare as noted elsewhere. Grounding resistance measured at each main service electrode system shall not exceed 5 ohms. All wiring shall be installed in appropriate concealed raceway systems of rigid galvanized conduit, electric metallic tubing, Schedule 40 PVC, flexible steel conduit and liquid-tight flexible conduit as conditions and code dictate. Notwithstanding the foregoing, exposed CEP conditions shall have expose conduit. EMT shall be joined with set screw type fittings in interior dry spaces and compression in wet or damp locations. PVC shall be used below grade or in slabs only.

Company hereby retains the right to refurbish the existing one thousand (1000) ton centrifugal

chiller and aboveground cooling tower, both installed by Company in 2007, as part of the restoration of the OCCC North Plant. In such event, the cost to refurbish the equipment will be included in the Capital Facility Cost.

C. OCCC SOUTH PLANT RESTORATION AND RELOCATION OF PUMP STATION #1

In accordance with Article 27(A)(6), in the event the following scope of work is necessary, Company shall provide all labor, services, materials and equipment necessary to properly complete the design, permitting and restoration of the OCCC South Plant and the relocation of the Pumps Station #1. This scope of work shall be included in the Capital Facility Cost.

The restoration of the OCCC South Plant shall include the replacement of the centrifugal water-cooled chilling units, rated at 4160 V, in a parallel counter-flow arrangement with a combined production capacity of approximately 12,450 tons as originally designed. The OCCC South Plant shall be equipped with variable volume primary chilled water pumps that will be headered together to circulate chilled water in the primary distribution loop. The primary chilled water pumps will be equipped with adjustable frequency drives and will be controlled to match the campus load. A minimum flow bypass between the primary supply and return will be utilized to ensure the minimum flow through the operating chillers is maintained. The restoration the of OCCC South Plant will generally include the refurbishment of the existing cooling tower as well as the replacement of pumps, controls, plumbing, fixtures, fire protection, building air conditioning, heating, exhausts and ventilation. Subject to the existing electric services feeding the OCCC South Plant, Company shall consider the installation of new switchgear fully rated with 20% spare capacity to each service and branch/distribution panel. Provide coordination study with arc flash analysis for all major switchgear. The study shall verify the adequacy of all equipment implemented and verify the correct application of circuit protective devices and other system components. Fault conditions of all motors greater than 2HP shall be considered. A cutover plan shall be included with drawing packages that demonstrates available fault current information, fault current calculations, one-line diagrams, floor plans, enlarged plans, schedules, etc. All branch circuits shall be THHN/THWN 600V insulation for 480V and below. All electrical equipment (metallic conduit, motor frames, panelboards, etc.) shall be bonded together with a green insulated or bare copper system grounding conductor in accordance with specific rules of Article 250 of NFPA 70 (NEC). Bonding conductor through the raceway system shall be continuous from main switch ground bus to panel ground bar of each panelboard, and from panel grounding bar of each panelboard to branch circuit equipment and devices. All raceways shall have an insulated copper system ground conductor throughout the entire length of circuit installed within conduit in strict accordance with NEC. All grounding shall be connected to existing building grounding system. Wire shall be stranded copper, insulated THWN, or bare as noted elsewhere. Grounding resistance measured at each main service electrode system shall not exceed 5 ohms. All wiring shall be installed in appropriate concealed raceway systems of rigid galvanized conduit, electric metallic tubing, Schedule 40 PVC, flexible steel conduit and liquid-tight flexible conduit as conditions and code dictate. Notwithstanding the foregoing, exposed CEP conditions shall have expose conduit. EMT shall be joined with set screw type fittings in interior dry spaces and compression in wet or damp locations. PVC shall be used below grade or in slabs only.

The relocation of the Pumps Station #1 shall include, but not limited to, the construction of a building of approximately 32 feet (w) x 96 feet (l) x 12 feet (h) to house the pumps, valves, variable frequency drives, switchgear, pipe header, appurtenances and the installation of underground chilled water distribution pipes and electric services.

EXHIBIT G – Demolition Specifications

Company shall provide all labor, services, materials and equipment necessary for the decommissioning and demolition of the OCCC South Plant and OCCC North Plant, as generally described herein.

SECTION 15020

DEMOLITION

PART 1 – GENERAL

1.1 MECHANICAL GENERAL PROVISIONS

A. Provisions of Section 15010, Mechanical General Provisions, shall be made an integral part of this section.

1.2 WORK INCLUDED

A. Heating, Ventilation and Air Conditioning:

1. Remove all existing heating, ventilating and air conditioning equipment including as shown on the Contract Documents.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

3.1 GENERAL

A. The Contractor shall obtain the permission of the Company's Representative and coordinate with other trades prior to commencement of demolition of the existing installations.

B. The Contractor shall provide for safe conduct of the work, protection of property, and coordination with other work in progress. The spread of dust and flying particles shall be minimized.

C. Existing construction to remain shall be protected from damage. Work damaged by the Contractor shall be repaired to match existing work.

When indicated, the Contractor shall remove specific equipment in a careful manner so as to maintain the equipment in proper operating order. This equipment will be turned over to the Company and transported to a storage area as directed by the Company and further described herein.

Prior to shutdown of the OCCC South Plant and the OCCC North Plant, Company shall exercise the isolation valves feeding the primary loops as generally described in Exhibit K. In the event the isolation valves need replacement, the cost shall be added to the Capital Facility Cost.

Prior to shutdown of the OCCC South Plant and the OCCC North Plant, Customer shall exercise the isolation valves feeding the secondary loops as generally described in

Exhibit K. In the event the isolation valves need replacement, the cost shall be added to the Capital Facility Cost.

D. Unless otherwise stated in the decommissioning and demolition contract, material demolished under this section shall become the property of the Contractor and shall be promptly removed and disposed of off the site.

E. Debris and rubbish shall not accumulate on the site and shall be disposed of periodically by the Contractor.

F. All necessary precautions shall be taken by the Contractor to prevent spillage during removal activities. Pavement and areas adjacent to the demolition areas shall be kept clean and free from mud, dirt and debris at all times.

G. Existing utilities and mechanical systems including related equipment shall be disconnected by the Contractor to the extent shown on the contract drawings or specified and as required to perform the work in accordance with Division 15 of the specifications.

H. The Contractor shall exercise care during the progress of the work under this section so as not to damage or displace the work of the other trades performed under other sections. The Contractor shall coordinate work under this section with work under other sections, as necessary for the proper execution of the entire work.

I. When the contract documents indicate the removal of existing equipment to be temporarily stored and to be reused, the Contractor shall provide adequate protection for the stored equipment including the proper capping of several pipe connections, protection of power and control wiring and devices, and draining of coils to prevent freezing damage.

J. Equipment which contains refrigerants shall be pumped down prior to demolition. The refrigerant shall be properly contained and disposed of in accordance with the accepted local procedures.

K. All electrical main and branch panel distributions must be kept in working condition, including all breakers, wires, conductors, feeders and grounding

L. All floors shall be free of previously existing pedestals and penetrations.

M. Comply with additional requirements of Section 02070: Selective Demolition.

END OF SECTION

EXHIBIT H – Preliminary Construction Schedule

(Next Page)

EXHIBIT H - PRELIMINARY CONSTRUCTION SCHEDULE

The following overall design and construction schedule provides a preliminary timeline of milestones, activities and deliverables. Company reserves the right to provide a revised schedule at the conclusion of the RFP solicitation process.

Pre Design and Construction Activities

Pre-construction Schedule			**Duration (Days)**
CHW Service Agreement Executed	3/15/2025		
RFP Released	6/13/2025		90
RFP Awarded	9/11/2025		

Design and Construction Activities

CEP			
Construction Schedule	**Start**	**Finish**	
Design - Permit - Early Site Work	9/21/2025	2/7/2027	504
Site Work and Utilities	2/4/2026	1/7/2028	702
Major Equipment Delivery	2/14/2026	6/19/2027	490
Cooling Tower Yard	12/2/2026	12/16/2027	379
Chiller Plant	12/2/2026	2/5/2028	430
Commissioning	1/12/2028	1/23/2028	10
Certificate of Occupancy	1/22/2028	1/22/2028	0
Punch List	1/23/2028	2/5/2028	15
Service from CEP Start Date	2/6/2028	2/6/2028	

OCCC South Chilled Water Plant and Pump Station 1			
	Start	Finish	
Demolition	3/7/2028	9/3/2028	180

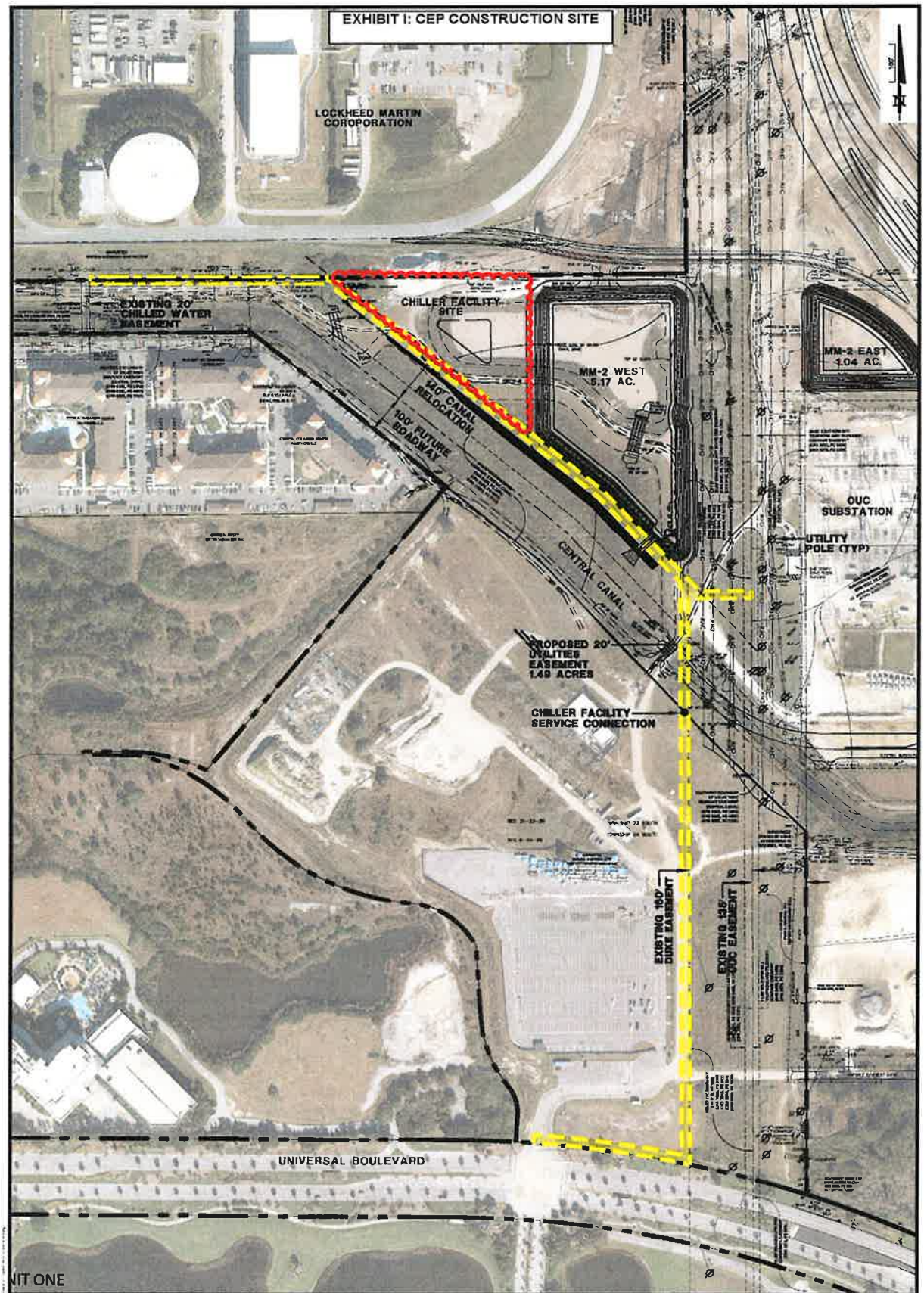
OCCC North Chilled Water Plant			
	Start	Finish	
Design - Permit	9/21/2025	3/20/2026	180
Major Equipment Delivery	2/14/2026	9/12/2026	210
Restoration	9/12/2026	3/11/2027	180
Commissioning	3/11/2027	3/21/2027	10
Certificate of Occupancy	3/21/2027	3/21/2027	0
Punch List	3/21/2027	4/5/2027	15
Service from CEP Start Date	4/6/2027	4/6/2027	

Alternate Scope of Work conforming Article 27.6, if required.

OCCC South Chilled Water Plant			
	Start	Finish	
Second RFP Release	9/30/2024		90
RFP Awarded	12/29/2024		
Design - Permit	1/8/2025	5/8/2025	120
Major Equipment Delivery	2/14/2026	9/12/2026	210
Restoration	9/12/2026	6/9/2027	270
Commissioning	6/9/2027	6/19/2027	10
Certificate of Occupancy	6/19/2027	6/19/2027	0
Punch List	6/19/2027	7/4/2027	15
Service from CEP Start Date	7/4/2027	7/4/2027	

Relocation of Pump Station #1			
	Start	**Finish**	
Design - Permit	9/21/2025	12/20/2025	90
Site Work and Utilities	2/3/2026	8/2/2026	180
Major Equipment Delivery	1/14/2026	7/13/2026	180
Commissioning	7/13/2026	7/23/2026	10
Certificate of Occupancy	7/23/2026	7/23/2026	0
Punch List	7/23/2026	8/7/2026	15
Service from CEP Start Date	8/7/2026	8/7/2026	

EXHIBIT I – CEP Construction Site



CHILLER FACILITY
UTILITIES EASEMENT AREA
MARCH 15, 2023

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789

EXHIBIT J –Left Blank

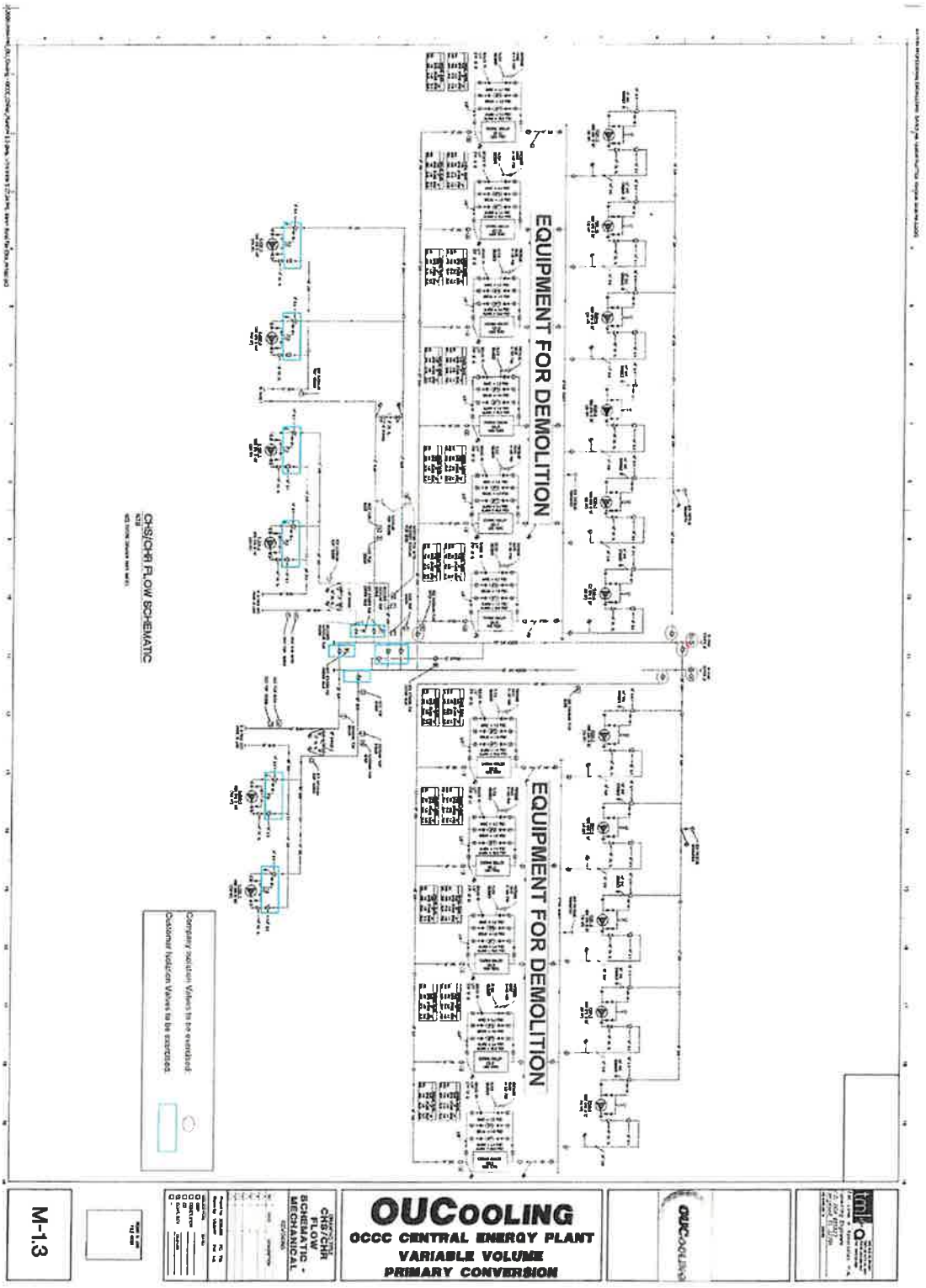
EXHIBIT J - CEP List of Equipment Benefiting the Customer

Customer and Company hereby agree to incorporate the CEP equipment list into this Agreement upon completion of the construction and restoration projects.

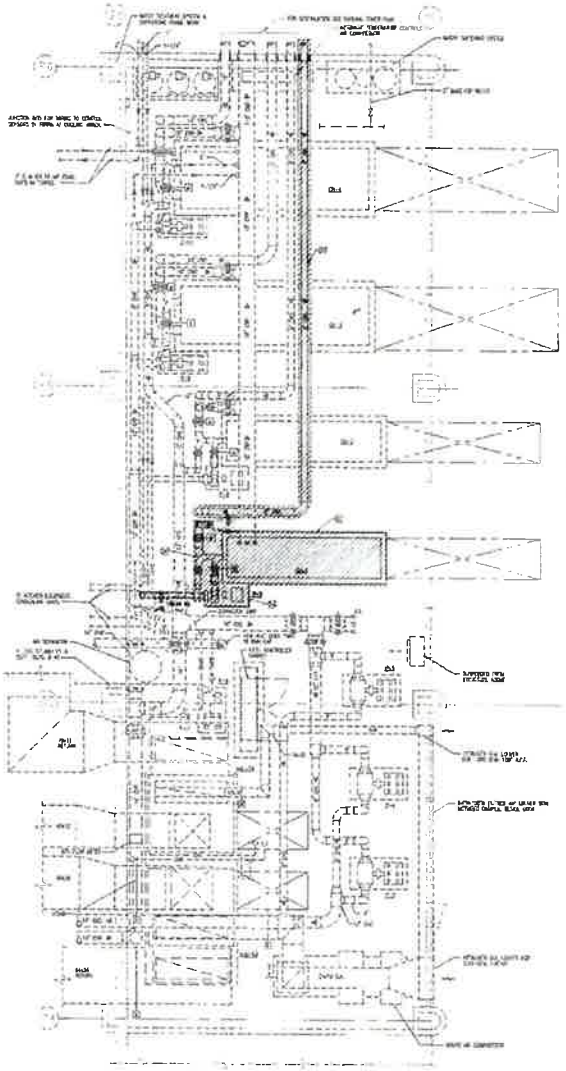
EXHIBIT K – CEP ISOLATION VALVES TO BE EXERCISED PRIOR TO SHUTDOWN

(Next Page)

OCCC SOUTH PANT:



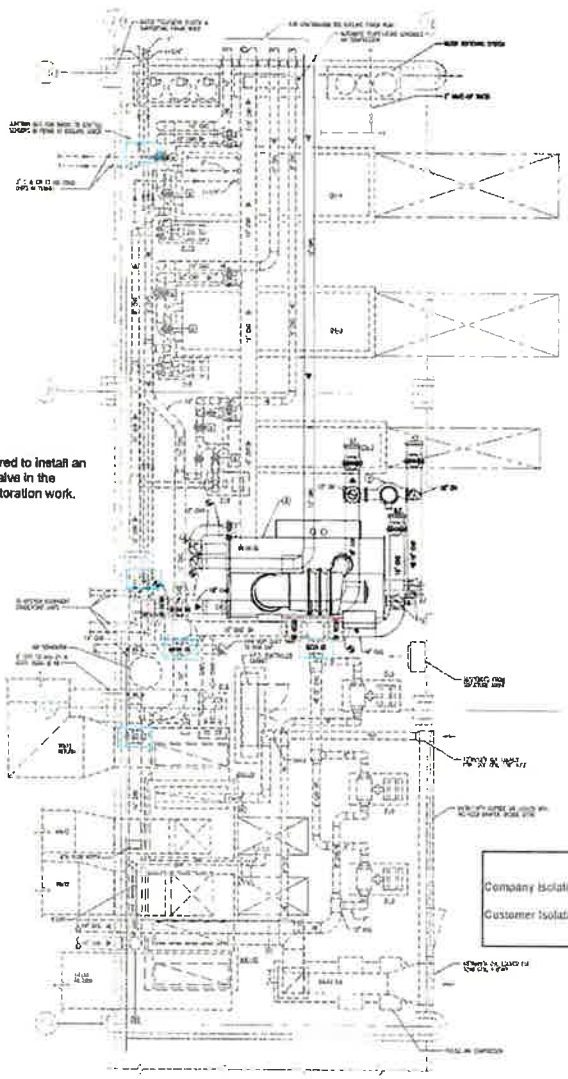
OCCC NORTH PLANT



PHASE VII – DEMOLITION
MECHANICAL ROOM SP_133 FLOOR PLAN

5' 0 5'
1/4" = 1'-0"

Service outage required to install an additional isolation valve in the return line during restoration work.



PHASE VII – RENOVATION
MECHANICAL ROOM SP_133 FLOOR PLAN

5' 0' 5'
1/4" = 1'-0"

Company Isolation Valves to be exercised:

Customer Isolation Valves to be exercised:

tmf a
T.W. Lane + Associates, P.A.
Consulting Engineers

OUCOOLING

OUCOOLING
OCCC NORTH CENTRAL
ENERGY PLANT
COOLING TOWER REPLACEMENT

DRAWING TITLE
FLOOR PLANS
- MECHANICAL
- PHASE VII

REVISIONS

M-1.3g

EXHIBIT L –TEMPORARY CHILLED WATER SERVICESAND INSTALLATION SITE

In efforts to support Customer's operation at Phase 2 during the restoration of the OCCC North Plant, Company shall make reasonable efforts to provide Service with the existing one thousand (1,000) Ton water cooled chiller unit located at the OCCC North Plant.

Customer shall have the option to install a five hundred (500) Tons of Temporary Chilled Water Services and the cost shall be included in the Capital Facility Cost.

Notwithstanding the foregoing, the interruption of Service during the restoration work due to chilled water plant or Temporary Chilled Water Services equipment failure; cooling load conditions outside of the equipment performance range; or scheduled restoration activities requiring system shutdown, shall not be a breach of the Company's obligations under this Agreement or the Original Agreement.

Customer and Company hereby acknowledge that subject to market equipment availability, the installation of Temporary Chilled Water Services, approximately five (hundred (500) Tons, may require the use of air-cooled chiller units of various tonnages and dimensions to produce the desired combined capacity. Preliminary sites for the installation of Temporary Chilled Water Services, as further illustrated in Figure 1 of this Exhibit L, shall be referenced in the RFP for further engineering and construction assessment by Design-Build Firms.

In the event the awarded Design-Build Firm does not deem the preliminary sites in Figure 1 of this Exhibit L suitable for the installation and operation of Temporary Chilled Water Services, Customer shall identify an alternate site in close proximity to the OCCC North Plant. The installation site, as illustrated in Figure 1 of this Exhibit L or alternate site as the case may be, shall provide: 1) adequate space to operate and maintain the equipment in accordance with manufacturer's specifications; and 2) safe working space to conduct normal business operations and restoration activities in a concurrent manner. Company shall not be responsible for construction delays resulting from the installation or relocation of Temporary Chilled Water Services.

The Temporary Chilled Water Services shall supply 42 degrees F provided the Customer can maintain a return to exceed 52 degrees F. The differential temperature requirements of 15 degrees shall be suspended during the operation of Temporary Chilled Water Services.

EXHIBIT L - Figure 1

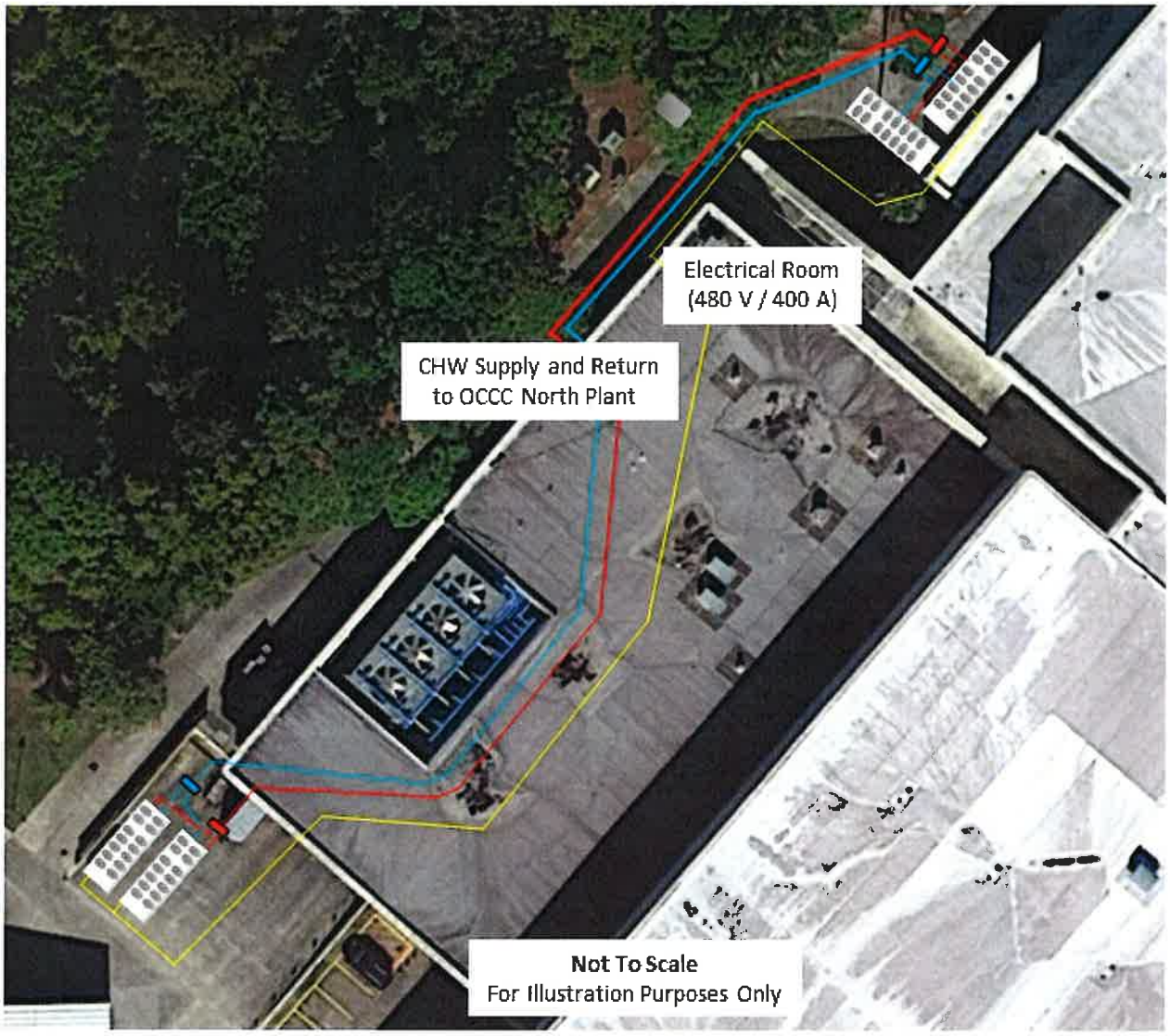
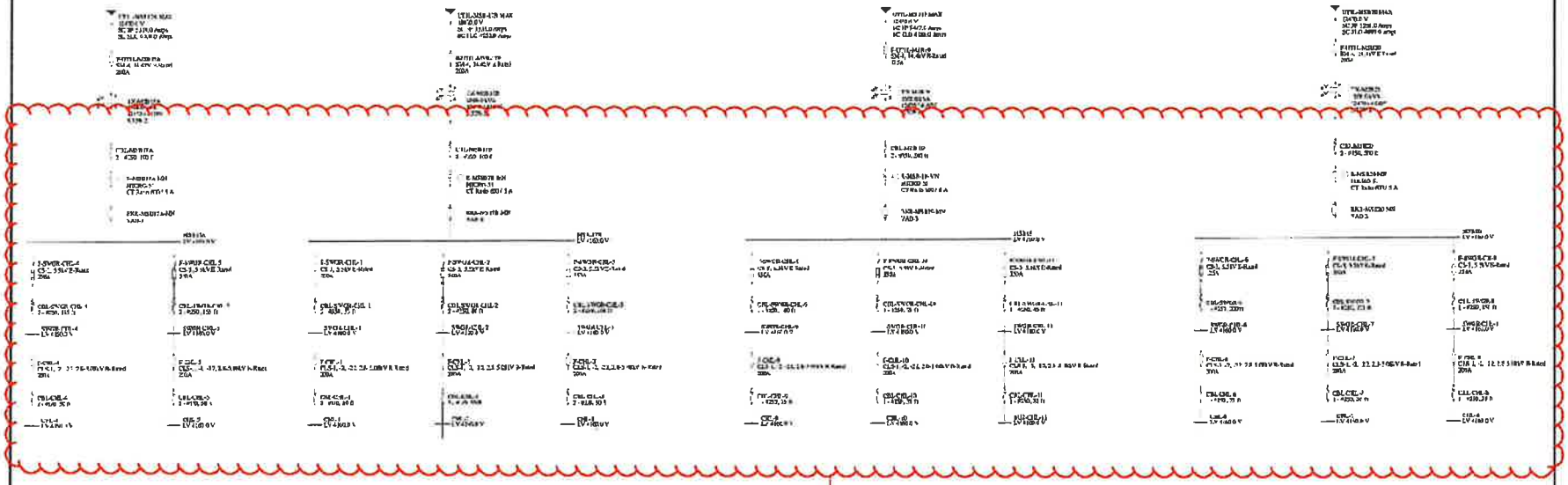


EXHIBIT M: ELECTRIC EQUIPMENT TO BE DEMOLISHED AT THE OCCC SOUTH PLANT, OCCC NORTH PLANT AND PUMPT STATION 1

(Next Page)

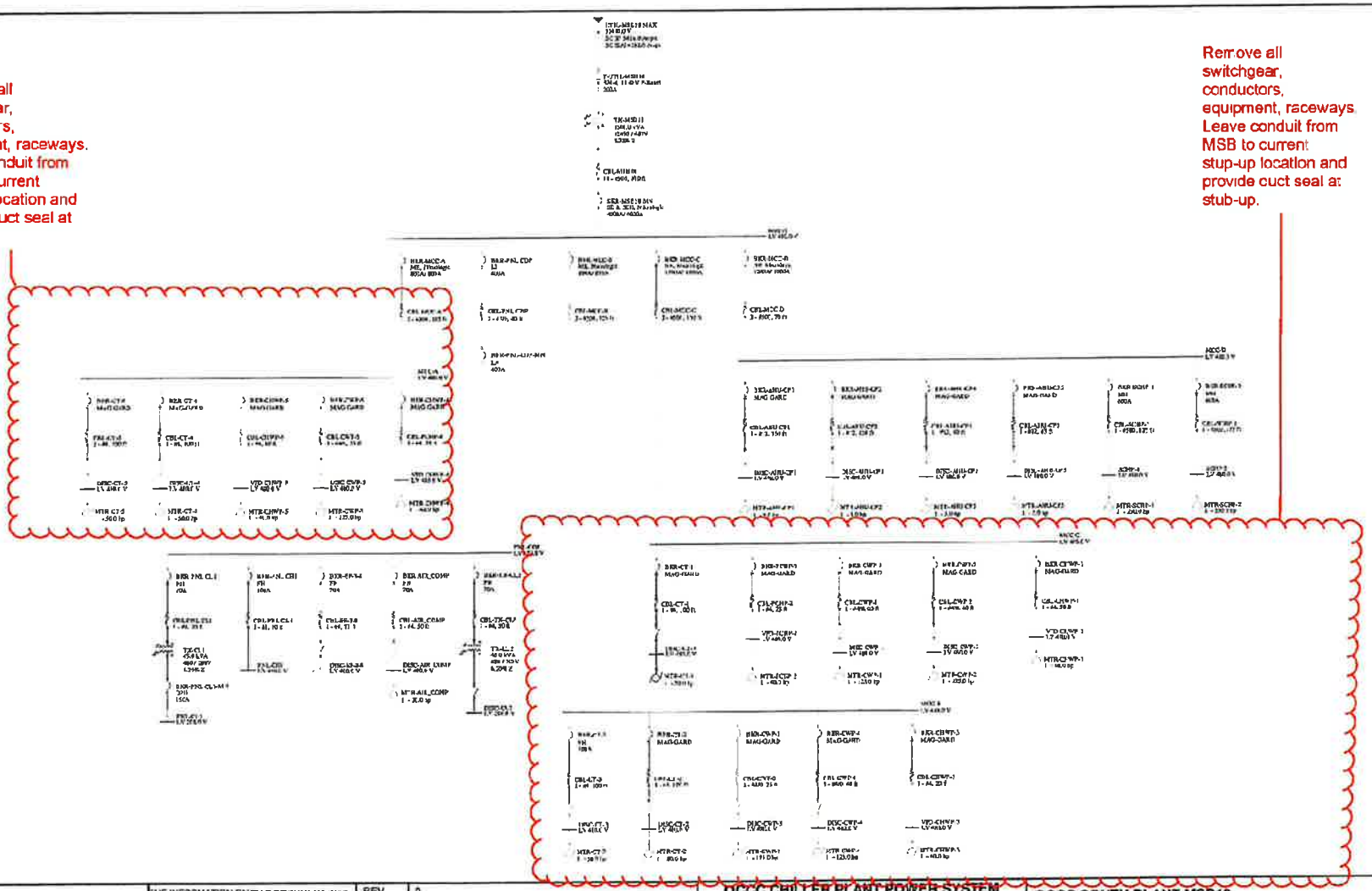


Remove all switchgear, conductors, equipment, raceways. Leave conduit from utility transformer to current stup-up location and provide duct seal at stub up.

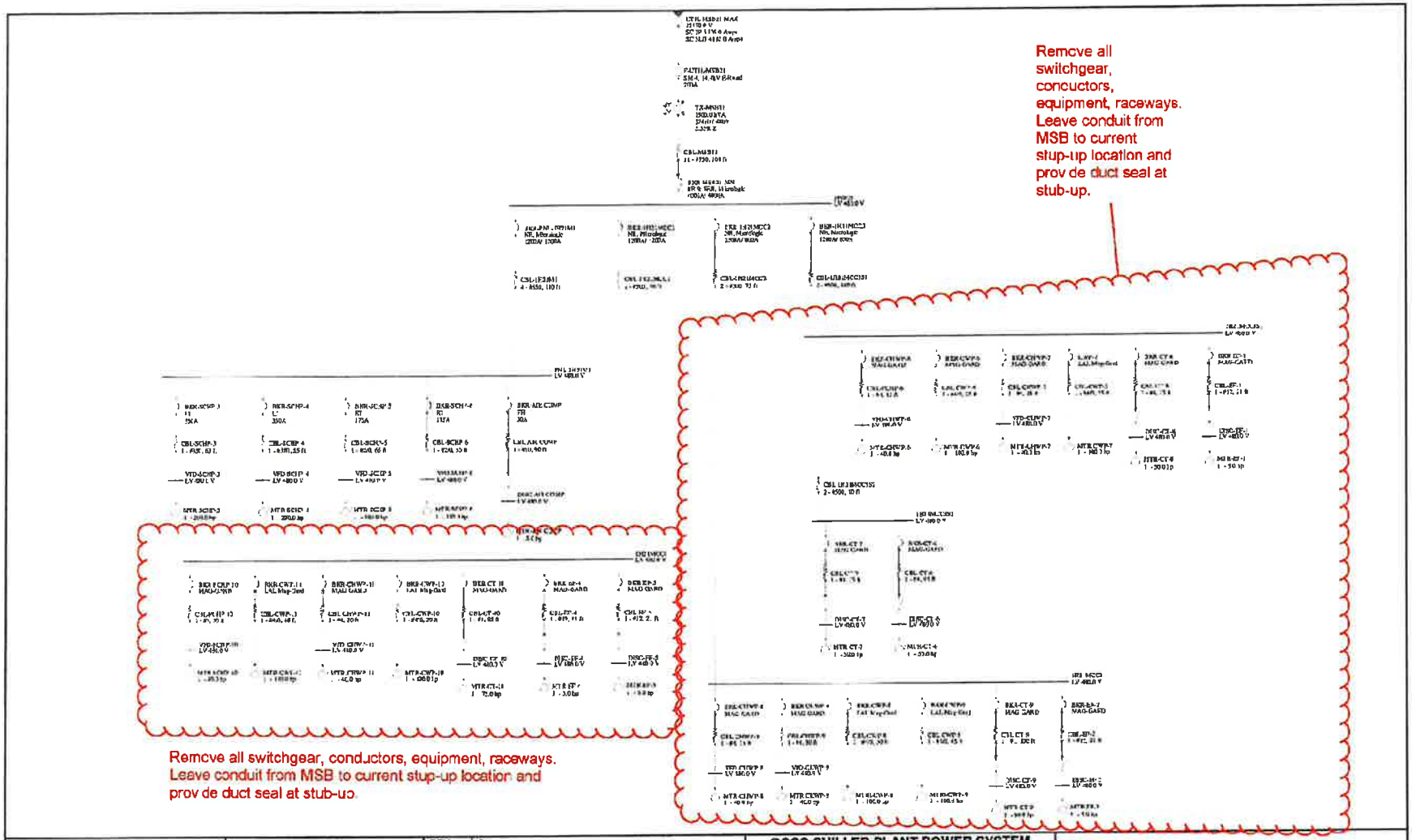
	THE INFORMATION ON THIS DOCUMENT WAS CREATED BY EATON ELECTRICAL. IT WAS DISCLOSED IN CONFIDENCE AND IS ONLY TO BE USED FOR THE PURPOSE IN WHICH IT WAS SUPPLIED.	REV	0	OCCC CHILLER PLANT POWER SYSTEM STUDY	OCCC SOUTH PLANT4.16KV CHILLERS	
				ELECTRICAL SERVICES & SYSTEMS	G.O.: IMI120520	DWG: OCCC-100	SHEET NO: 1 OF 5

Remove all switchgear, conductors, equipment, raceways. Leave conduit from MSB to current stup-up location and provide duct seal at stub-up.

Remove all switchgear, conductors, equipment, raceways. Leave conduit from MSB to current stup-up location and provide duct seal at stub-up.



THE INFORMATION CONTAINED IN THIS DOCUMENT WAS CREATED BY EATON ELECTRICAL. IT WAS DISCLOSED IN CONFIDENCE AND IS ONLY TO BE USED FOR THE PURPOSE FOR WHICH IT WAS SUPPLIED.	REV	0	OCCC CHILLER PLANT POWER SYSTEM STUDY	OCCC SOUTH PLANT MSB18		
			ELECTRICAL SERVICES & SYSTEMS	G.O.: IMI120520	DWG: OCCC-101	SHEET NO: 2 OF 6



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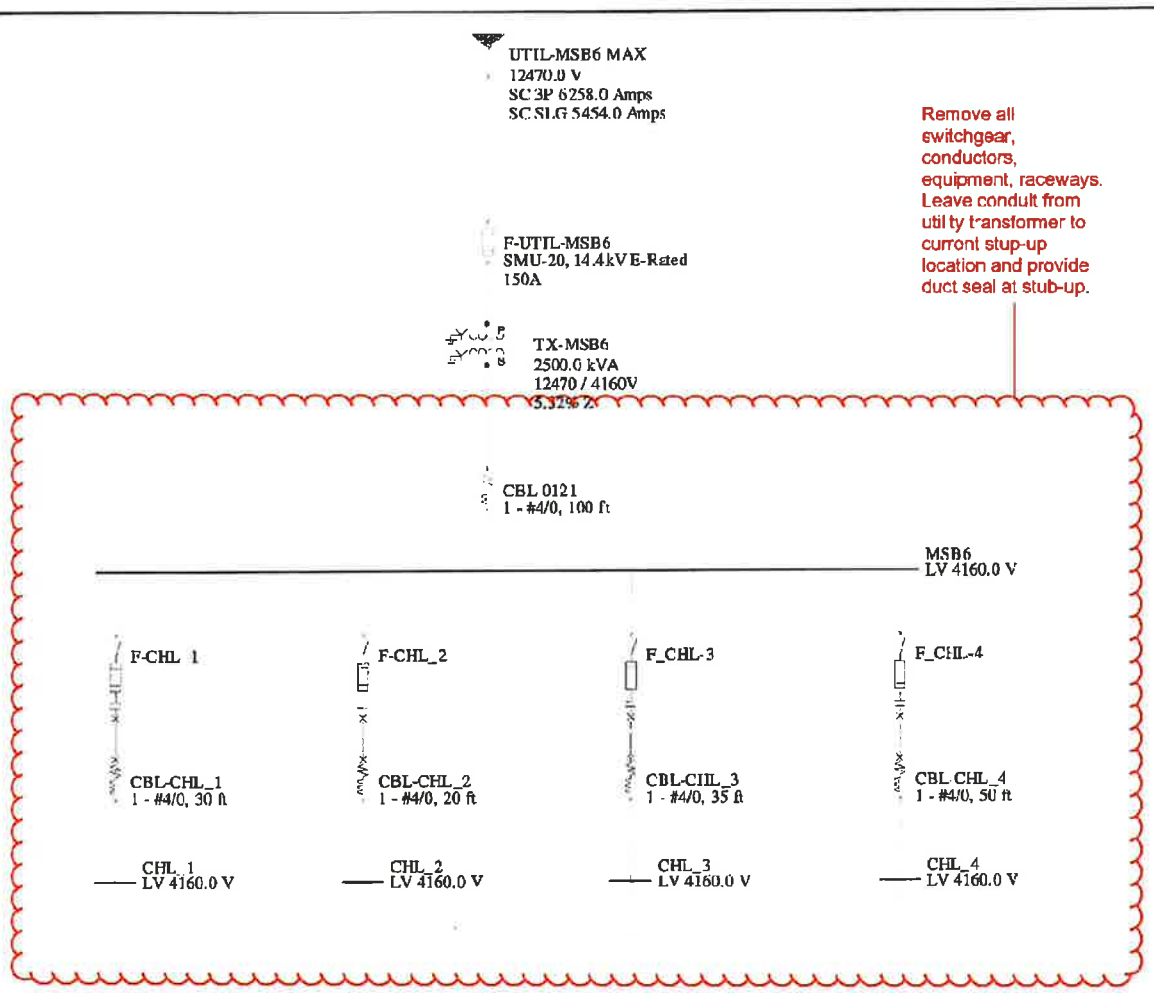
			ELECTRICAL SERVICES & SYSTEMS	G.O.: IM/120520	DWG: OCCC 102	SHEET NO: 3 OF 6



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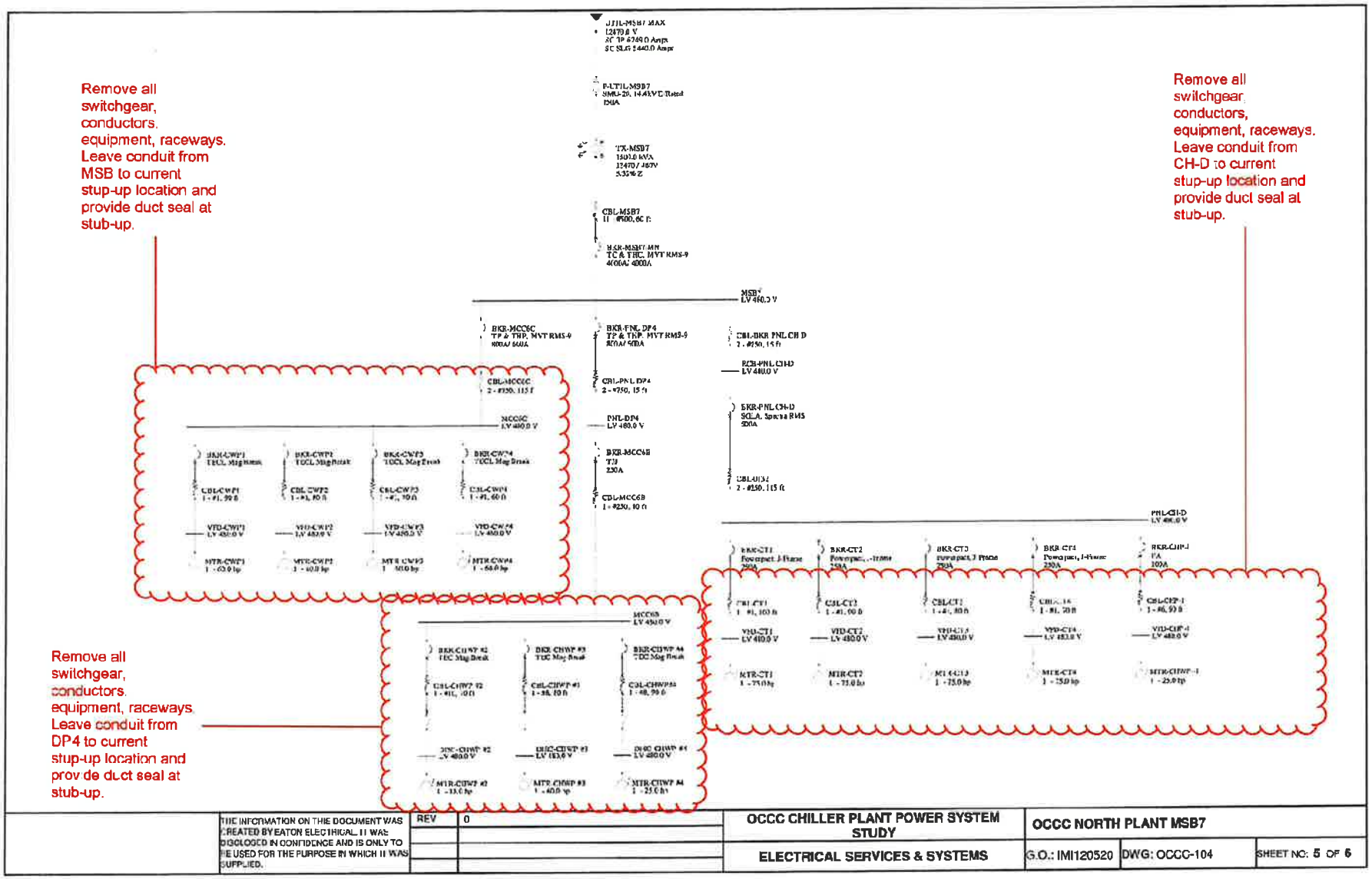
			ELECTRICAL SERVICES & SYSTEMS	G.O.: IMI120520	DWG: OCCC-103	SHEET NO: 4 OF 6



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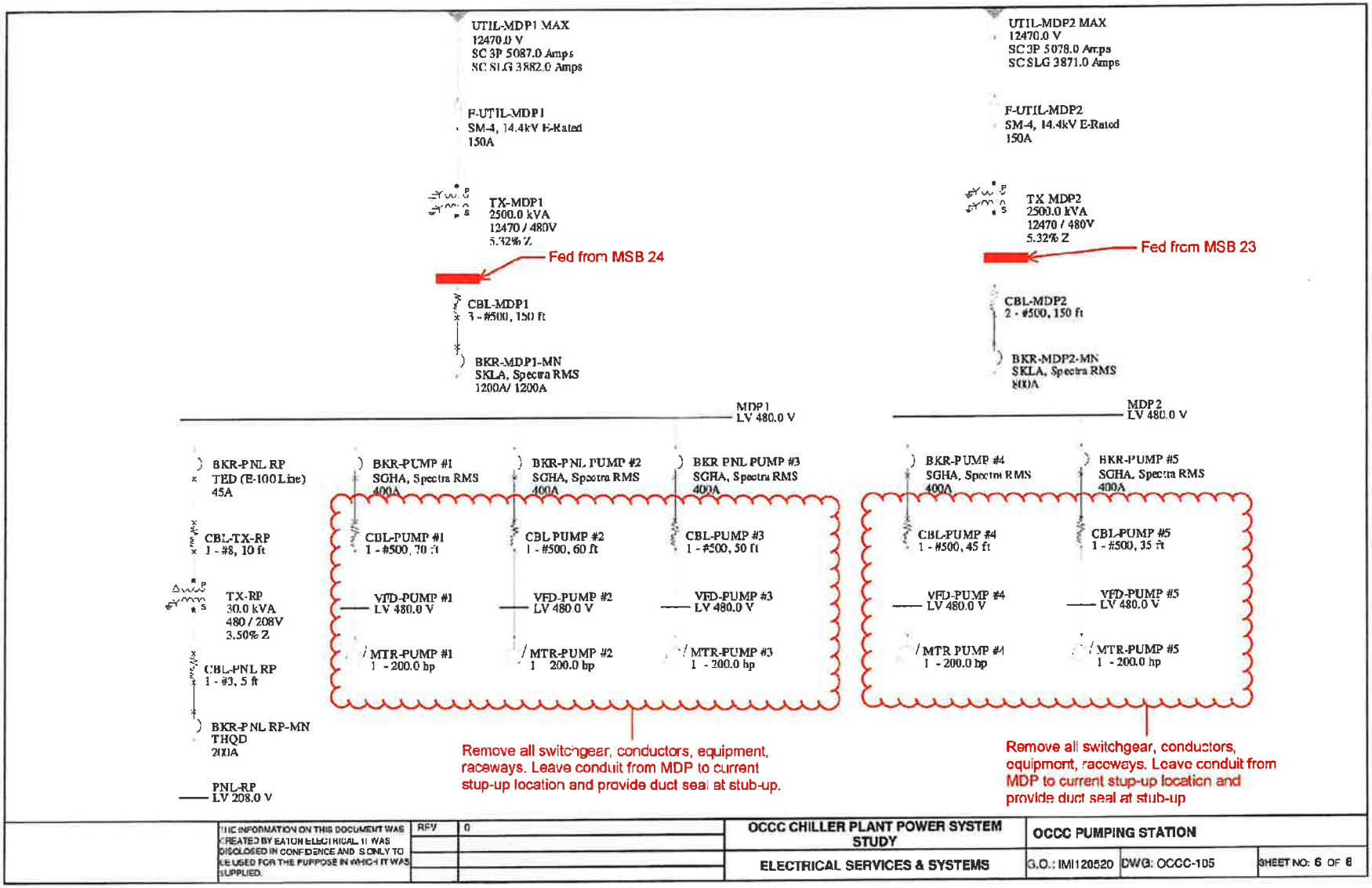
			ELECTRICAL SERVICES & SYSTEMS	G.O.: IMI120520 DWG: OCCC-104	SHEET NO: 5 OF 6



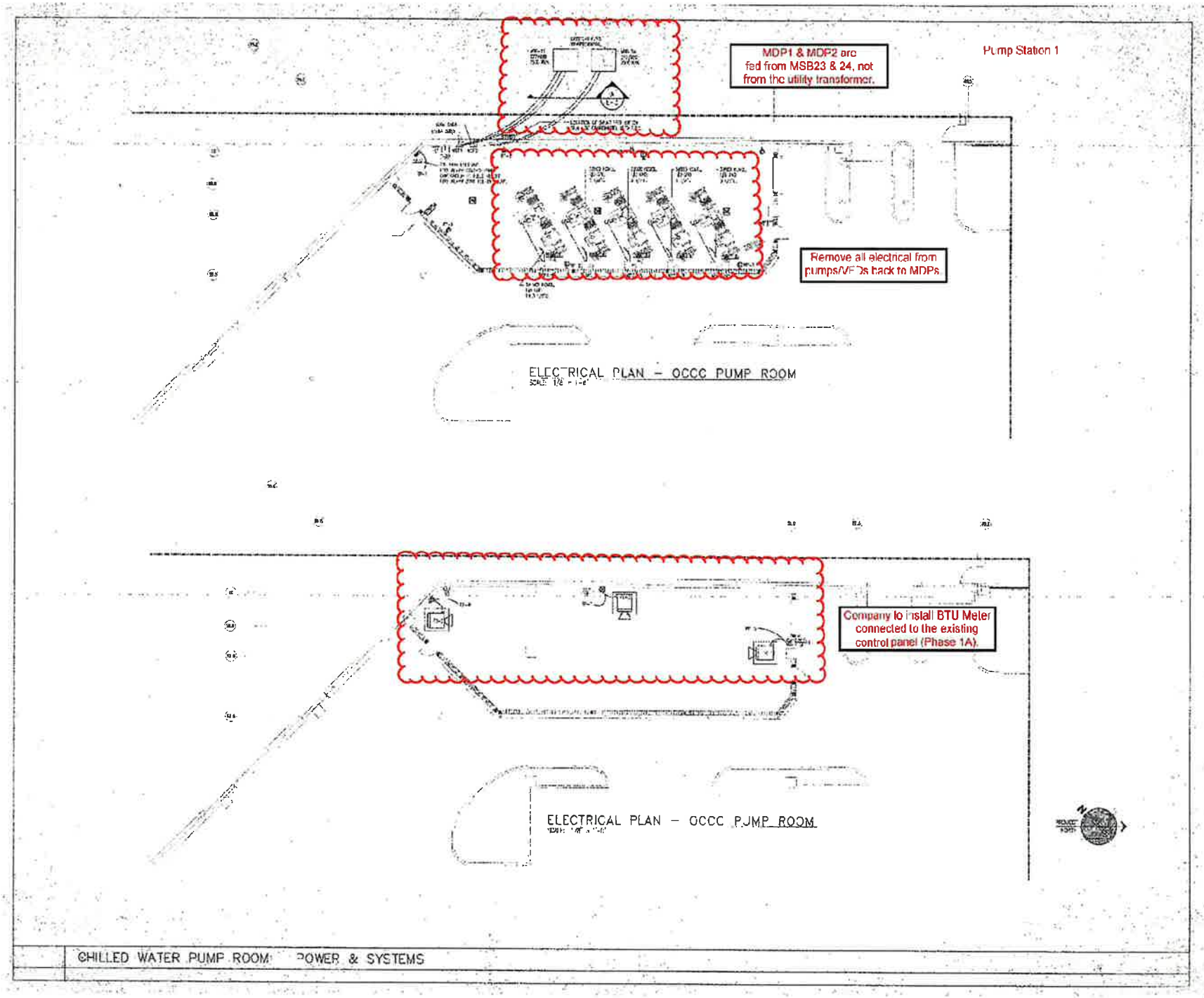
REV	0

OCCC CHILLER PLANT POWER SYSTEM STUDY

ELECTRICAL SERVICES & SYSTEMS

OCCC PUMPING STATION

G.O.: IMI120520 | DWG: OCCC-105 | SHEET NO: 6 OF 6



OUC COOLING
INTERNATIONAL DRIVE DISTRICT
CHILLED WATER PIPING SYSTEM

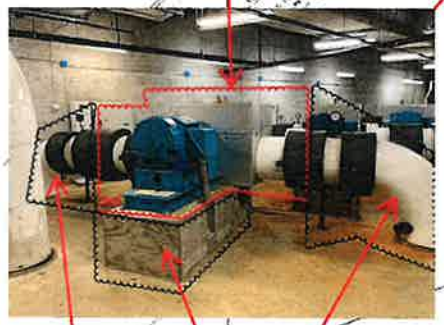
E-1

Pump Station 1

Fan Coil Units (not shown) inside Pump Station 1 shall remain in place.

Louver wall panels shall remain in place.

Equipment to be removed: 1) Pumps, 2) motors; 3) blind flange suction and discharge valves.



OCCC PUMP ROOM

This pipe/pump assembly will be replaced with an additional by-pass line (approximately 20-inch in diameter) in parallel with the existing by-pass

Aboveground chilled water pipe shall remain in place.

Equipment to remain place: 1) concrete motor base; 2) pipe elbows; 3) suction and discharge expansion joint.

HVAC FLOOR PLAN OCCC PUMP ROOM

CHILLED WATER PUMP ROOM

OUC COOLING
INTERNATIONAL DRIVE DISTRICT
CHILLED WATER PIPING SYSTEM

M-2