

CHILLED WATER SERVICE AGREEMENT

Dated as of _____

Between

The City and County of Denver

and

Public Service Company of Colorado

PSCo Document No. _____

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CHILLED WATER SERVICE AGREEMENT

THIS CHILLED WATER SERVICE AGREEMENT (this “Agreement”) is dated as of _____, 2026 by and between Public Service Company of Colorado, a Colorado corporation (“Supplier”), and The City and County of Denver (“Customer”), a municipal corporation of the state of Colorado.

RECITALS:

- A. Customer is the record and beneficial owner of the properties situated in Denver, Colorado, at the locations identified in Schedule D attached hereto (collectively, the “Premises”).
- B. Customer’s Premises are currently cooled by Supplier’s district chilled water system pursuant to the North of Colfax Chilled Water Service Agreement, the South of Colfax Chilled Water Service Agreement, the Wellington Webb Chilled Water Service Agreement, and the Denver Crime Lab Chilled Water Service Agreement, each as amended, which agreements are scheduled to expire on June 30, 2026 (collectively, the “Expiring Agreements”).
- C. Customer and Supplier have entered into a Lease concurrently herewith (the “Lease”) to provide for the leasing to Supplier of Customer’s Existing Chiller Facilities located within certain of the Premises for a term ending June 30, 2036.
- D. Supplier desires to use Customer's Existing Chiller Facilities in conjunction with its own Central Chilled Water System to continue providing chilled water service to Customer for the purpose of cooling space within certain of the Premises and to receive benefits through increased capacity and efficiency of operations of Supplier's central chilled water system.
- E. Customer desires to purchase from Supplier, and Supplier desires to provide to Customer, chilled water service to cool space within the Premises on the terms and subject to the conditions set forth herein.

THEREFORE, in consideration of the premises and of the mutual covenants herein contained, Supplier and Customer agree as follows:

ARTICLE I: DEFINITIONS

As used herein, the following terms shall have the meanings specified or referred to below which shall apply equally to single and plural forms:

1.1 “Actual Annual Consumption” means the quantity in Ton-Hours of chilled water service metered by Supplier and used by Customer for the Premises during a Calendar Year.

1.2 “Actual Capacity Requirement” means the maximum integrated demand for chilled water service for the Premises over a 15-minute period, provided, however, that non-recurring

short term peaks that are the result of operating error or accident shall not be taken into account for purposes of determining Actual Capacity Requirement.

1.3 “Building” means the physical structure and improvements located on the Premises.

1.4 “Business Day” means a day on which commercial banks generally are open for business in the city of Denver, Colorado.

1.5 “Calendar Year” means each full period of twelve consecutive months during the Term hereof which begins on January 1 and ends on the following December 31.

1.6 “Chiller Plant Modifications” means the piping, heat exchangers, pumps, drains, valves, and other appurtenant equipment installed by Supplier between the Interconnection Points and Customer's Internal Cooling Systems that interconnect with and integrate with Customer's Existing Chiller Facilities, which as integrated shall constitute the On-Site Chiller Facilities necessary for Supplier to provide chilled water service to the Buildings from both the On-Site Chiller Plant and Supplier's Central Chilled Water System.

1.7 “Commencement Date” means July 1st, 2026.

1.8 “Consumption Charge” means the monthly charge payable by the Customer to the Supplier for Ton-hours of chilled water service provided to the Customer during each month of the term of this Agreement.

1.9 “Consumption Charge Rate” means the cost, as referenced in Schedule D, per ton-hour during the Calendar Year 2026, as adjusted from year to year thereafter in accordance with Section 2.5 hereof.

1.10 “Contract Capacity” means the initial tonnage of chilled water service specific to each individual Premises, as specified in Schedule D, which Supplier is obligated by this Agreement to make available to Customer, subject to the terms and conditions set forth herein.

1.11 “Contract Capacity Charge Rate” means the monthly cost, as referenced in Schedule D, per ton during the Calendar Year of 2026, as adjusted from year to year thereafter in accordance with Section 2.5 hereof.

1.12 “Customer's Existing Chiller Facilities” means all of Customer's existing compressors, chillers, heat exchangers, cooling towers, chilled water pumps, condenser water pumps, piping and associated equipment, not including Customer's Internal Cooling Systems, used by Customer prior to the Commencement Date to cool space within certain of the Premises as identified in Schedule D, which together with the Chiller Plant Modifications shall constitute the On-Site Chiller Plant.

1.13 “Customer's Internal Cooling Systems” means the internal piping, circulation pumps and other equipment located within the existing Buildings on the Premises connected to the On-Site Chiller Plant at the inside wall of the Equipment Rooms, and the secondary side heat

exchanger flange of the Energy Transfer Stations, which will be used by the Customer to cool space within the Buildings after the Commencement Date.

1.14 "Delivery Points" means the secondary side outlet flanges of the Energy Transfer Stations, as shown in Schedule C attached hereto, at all Premises listed in schedule D attached hereto, with the exception of Denver Public Library and DAM Expansion. With respect to the Denver Public Library and DAM Expansion, "Delivery Points" shall mean the secondary side flanges of the Energy Transfer Station and the inside wall of the leased chiller mechanical room, as shown in Schedule C attached hereto.

1.15 "Design Temperature" means the chilled water design temperature for each respective Premises as set forth in Section F of Schedule B, attached hereto.

1.16 "Energy Transfer Station" means the equipment between Supplier's distribution piping and Customer's Internal Cooling Systems, including without limitation a plate frame heat exchanger assembly or equivalent device, piping, valves, meters and control equipment, installed by Supplier on the Premises pursuant to Section 3.1(a) for use in providing chilled water service to Customer.

1.17 "Equipment Rooms" means the mechanical or other equipment rooms located on the Premises and leased by Supplier from Customer under the Lease, as described more fully in Exhibit B attached to the Lease, as amended, in which certain of Customer's Existing Chiller Facilities, including the chillers, pumps, controls and appurtenant equipment are located.

1.18 "Equivalent Full Load Hours" means a building's total annual operating energy consumption in one Calendar Year divided by such building's full load capacity.

1.19 "Estimated Annual Consumption" means the quantity in Ton-Hours of chilled water service estimated to be provided by Supplier and used by Customer for the Premises during a Calendar Year, which shall be equal to the average Actual Annual Consumption for the three years immediately preceding such Calendar Year, or as otherwise mutually agreed to in writing between Customer and Supplier prior to such year. For purposes of the Calendar Year ending December 31, 2026, the parties hereby mutually agree that the Estimated Annual Consumption shall be equal to the average Actual Annual Consumption (as such term is defined in the Expiring Agreements) for the years 2023 through 2025.

1.20 "Expense" means for purposes of Sections 8.1 and 8.2, any and all expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter indemnified against hereunder (including, without limitation, court filing fees, court costs, arbitration fees or costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals).

1.21 "Expiring Agreements" means the North of Colfax Chilled Water Service Agreement, the South of Colfax Chilled Water Service Agreement, the Wellington Webb Chilled Water Service Agreement, and the Denver Crime Lab Chilled Water Service Agreement, each as amended, which agreements are scheduled to expire on June 30, 2026.

1.22 "Force Majeure Event" means acts of God, war, civil commotion, embargoes, epidemics, fires, cyclones, droughts or floods, or any governmental law, regulation, order, request, instruction or injunction, or failure to provide or cancellation of rights-of-way, permits, licenses or other authorization, whether valid or invalid, or any other cause, whether or not similar to the foregoing, beyond the reasonable control of a party hereto.

1.23 "Interconnection Specifications" means the Installation, Operation and Maintenance Specifications attached hereto as Schedule B.

1.24 "Lease" means the Lease between Supplier and Customer dated as of the date of this Agreement.

1.25 "Leased Facilities" means that portion of the On-Site Chiller Plants, as referenced in Schedule D, that has been leased by Supplier from Customer under the Lease and any and all replacements thereof under the terms of the Lease. The Leased Facilities shall include all On-Site Chiller Plant located on the Premises, except for that portion of the On-Site Chiller Plant located between the supply and return pipe valves at the Denver Public Library loading dock (necessary for providing chilled water service to the DAM Expansion) and Customer's Internal Cooling Systems at the DAM Expansion.

1.26 "Loss" for purposes of Sections 8.1 and 8.2, shall include any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, expenses, deficiencies or other charges.

1.27 "Metering Charge" means the charges payable by the Customer pursuant to Section 2.2(a)(iii).

1.28 "On-Site Chiller Plant" means Customer's Existing Chiller Facilities and the Chiller Plant Modifications, consisting of all chilled water facilities located between the Supplier's district cooling system and Customer's Internal Cooling Systems.

1.29 "Premises" means the buildings listed in Appendix D, attached hereto.

1.30 "Supplier's Central Chilled Water System" means Supplier's district cooling chiller and ice storage plant located at 500 15th Street and all of Supplier's chilled water mains and appurtenant facilities used by Supplier to provide chilled water service to its existing customers in the downtown Denver business district.

1.31 "Term" shall mean the Initial Term and all renewal terms for which this Agreement continues in effect as provided in Article IX hereof.

1.32 "Ton" means 12,000 BTUs per hour of cooling.

1.33 "Ton-Hour" means cooling service equivalent to 12,000 BTUs, measured as a function of the gallons of chilled water which pass through the Energy Transfer Stations and the temperature differential between the chilled water supply and return pipes at the Delivery Points.

1.34 “Warm Water Discount” means a discount applied to an individual building’s Consumption Charge when such building’s Customer (secondary) Side return water temperature, as identified in Section F of attached Schedule B, exceeds certain levels as specified in Section 2.2(b)(ii).

ARTICLE II: CHILLED WATER SERVICE

2.1 Purchase. (a) Commencing on the Commencement Date, Supplier agrees to supply, and Customer agrees to purchase, at the Delivery Points, chilled water service to meet the Customer's cooling needs in the Premises, up to the Contract Capacity. Upon the Commencement Date, billing for the Contract Capacity associated with each Premises, as reflected in Schedule D will begin.

(b) In the event Customer's Actual Capacity Requirement at any individual Premises exceeds the Contract Capacity associated with such Premises, at any time, Supplier shall have the option, but not the obligation, to increase the Contract Capacity for all subsequent periods to equal the Contract Capacity (prior to such adjustment) plus the extra capacity required. Except as otherwise provided in this paragraph (b), upon Customer's request, Supplier may, but shall not be obligated to, supply chilled water service in Tons exceeding the Contract Capacity.

(c) Supplier will ensure that the chilled water entering Customer's Internal Cooling Systems at the Delivery Points for the purpose of cooling the buildings will be at a temperature and pressure that is in accordance with the Customer's Internal Cooling Systems requirements described in the Interconnection Specifications. Customer will be responsible for temperature comfort levels of all space within the Premises.

2.2 Charges. Customer agrees to pay to Supplier the following charges, as adjusted pursuant to Sections 2.5 and 2.7, for services provided by Supplier pursuant to this Agreement:

- (a) Basic Charges.
 - i. Contract Capacity Charge — a monthly charge equal to the Contract Capacity Charge Rate multiplied by the Contract Capacity as described in Schedule D attached hereto.
 - ii. Consumption Charge - a monthly charge equal to the Consumption Charge Rate as described in Schedule D attached hereto multiplied by the Ton-Hours of chilled water service provided to Customer during the calendar month.
 - iii. Metering Charge - A monthly metering charge of \$416.66 per month, per meter.

The Contract Capacity Charge, the Consumption Charge, and the Metering Charge will be payable for the first calendar month or portion thereof after the Commencement Date and will be payable by Customer in each calendar month thereafter whether or not chilled water service is actually provided to Customer in such calendar month, except as provided in Section 6.1(b).

- (b) Adjustments to Charges.

- i. Reductions. The initial Contract Capacity as defined in Schedule D is the minimum Contract Capacity at each Premises for the term of this Agreement.
- ii. Other Adjustments. For only the Premises described in Schedule D as receiving a Warm Water Discount, the Consumption Charge shall be decreased by a percentage, in accordance with the following schedule, if the Customer (secondary) Side return water temperature, as identified in Section F of attached Schedule B, is in excess of the Design Temperature by 1°F:
 - a) if for any 15-minute interval, the average Customer (secondary) Side Internal Cooling System return water temperature is between 1°F and 2°F above the Design Temperature, then for the ton-hours consumed during that interval, the Consumption Charge will be decreased by 1.0%;
 - b) if for any 15-minute interval, the average Customer (secondary) Side return water temperature is between 2°F and 4°F above the Design Temperature, then for the ton-hours consumed during that interval, the Consumption Charge will be decreased by 2.0%;
 - c) if for any 15-minute interval, the average Customer (secondary) Side return water temperature is between 4°F and 6°F above the Design Temperature, then for the ton-hours consumed during that interval, the Consumption Charge will be decreased by 3.0%; or
 - d) if for any 15-minute interval, the average Customer (secondary) Side return water temperature is more than 6°F above the Design Temperature, then for the ton-hours consumed during that interval, the Consumption Charge will be decreased by 3.5%.
- iii. Most Favored Nations Status. The Contract Capacity Charge and Consumption Charge shall be subject to annual adjustment as provided in Section 2.5 below. If the annual blended cost per ton-hour for any Denver building subject to this Agreement increases to within four percent (4%) of the comparable annual blended cost per ton-hour of similarly situated buildings, escalation of the rate applicable to such Denver building shall be limited to ensure the rate for such building remains below four percent (4%) of the aforementioned average. For purposes of this provision, “similarly situated buildings” shall be defined as buildings with comparable Equivalent Full Load Hours (EFLH). This comparison and determination shall be performed annually prior to any rate adjustments contemplated under this Agreement.

In no event shall the most favored nation provision operate to reduce the then-current Contract Capacity Charge Rate or Consumption Charge Rate applicable to the Premises under this Agreement. Furthermore, in the event that the blended cost of cooling per ton-hour for any Premises covered by this Agreement exceeds the four percent (4%) discount compared to a similarly situated customer, any further increases to the Contract Capacity Charge Rate for such Premises shall be limited or suspended, as necessary, until such time as the blended cost of cooling for the associated building returns to a level not exceeding the four percent (4%) threshold.

2.3 Service Invoices. Supplier will provide an invoice to Customer following the end of each calendar month ending after the Commencement Date, listing and setting forth in reasonable

detail the Consumption Charge for such month, the Contract Capacity Charge for the then current month (prorated in the case of partial months), and any taxes, fees and surcharges payable by Customer pursuant to Section 2.6 or Section 2.7. Additionally, Supplier will provide an annual document to Customer at the end of each Calendar Year or partial Calendar Year ending after the Commencement Date, and at the end of the Term of this Agreement, listing and setting forth in reasonable detail the basic charges applicable under Section 2.2 for the then next Calendar Year or partial Calendar Year and any taxes, fees and surcharges payable by Customer pursuant to Section 2.6 or Section 2.7. These basic charges shall include the Consumption Charge, including any true up adjustment for the prior Calendar Year, the Contract Capacity Charge and the Metering Charge, both of which shall be prorated in the case of a partial Calendar Year. The Customer will have the option to prepay for their annual chilled water service in one lump sum payment at the beginning of each Calendar Year. The Customer will have ten (10) Business Days after receipt of the annual document from the Supplier to notify the Supplier that the Customer will exercise this option. If the Customer elects to prepay for their annual chilled water services, the Supplier will issue an invoice that will reflect a 4% reduction in the total amount of such basic charges as consideration for Customer's advance payment of Calendar Year charges.

2.4 Payment. An invoice delivered under Section 2.3, and any other invoice delivered by Supplier under this Agreement, will be due and payable upon delivery to Customer and Customer will pay the total amount of such invoice to Supplier at the place of payment specified in such invoice within 30 days after the date of such invoice, without any further notice or demand. In addition to any actions which Supplier may take during the continuance of a default by Customer, Customer will pay interest on the balance of each invoice which remains unpaid pursuant to the provisions of the Denver Revised Municipal Code.

2.5 Annual Adjustments. On January 1 of each year during the Term of this Agreement, the Contract Capacity Charge Rate and the Consumption Charge Rate will each be adjusted by Supplier as follows:

(a) The Contract Capacity Charge Rate in effect on the last day of the immediately preceding Calendar Year will be multiplied by the Capacity Charge Index, as determined in accordance with Schedule "A" hereto, and the Contract Capacity Charge Rate as so adjusted shall remain in effect until further adjusted under this Agreement; and

(b) The Consumption Charge Rate in effect on the last day of the immediately preceding Calendar Year will be multiplied by the Consumption Charge Index, as determined in accordance with Schedule "A" hereto, the Consumption Charge Rate as so adjusted shall remain in effect until further adjusted under this Agreement.

(c) The Contract Capacity Charge Rate shall be subject to an additional escalation of ten percent (10%) for any building without leased chillers, as defined in Schedule D.

Adjustments set forth in this Section 2.5 will be determined as set forth herein, which determination will be effective on January 1 of each Calendar Year during the term of this Agreement.

2.6 Taxes, Fees and Surcharges. Customer is exempt from payment of taxes. Customer will pay all applicable fees and surcharges from which Customer is not exempt, including without limitation, any present or future charge, assessment, franchise fee or fee of any other nature (including interest, penalties and additions thereto) that is imposed by any federal, state or local taxing authority on chilled water service provided by Supplier or any aspect of such service, or on any payments made by Customer, under this Agreement, excluding Supplier's income tax.

2.7 Change of Law. Supplier will adjust the Contract Capacity Charge and Consumption Charge in good faith to reflect any increases in Supplier's labor, fuel, operating, maintenance, environmental or other costs of providing chilled water service (including capital expenditures) which result from the adoption of, or any change in, any applicable laws or rules or regulations of any governmental authority after the date hereof, or from any change in the interpretation by any court, tribunal or regulatory authority of any applicable law or rule or regulation after such date, other than changes relating to the use of refrigerants used by Supplier in the Leased Facilities. Before implementing any such adjustment, Supplier shall provide to the Customer all relevant back-up documentation substantiating the impact of the change triggering the adjustment together with the applicable calculations. In determining the amount of any increase permitted under this Section 2.7, any capital expenditure made by Supplier to comply with any adoption of, or change in, applicable laws or regulations shall be amortized on a straight line over the useful life of the item in question, as determined by Supplier. All costs passed through to Customer under this Section 2.7 shall be allocated among all of Supplier's customers (including Customer) during the year in question based on each customer's proportionate Contract Capacity of the aggregate chilled water production of Supplier during the year in question.

**ARTICLE III INSTALLATION OF SUPPLIER'S INTERCONNECTION FACILITIES;
CONNECTION OF SYSTEM; METERS**

3.1 Chiller Plant Modifications and Interconnections. (a) Supplier will be responsible for installing the Chiller Plant Modifications and the Energy Transfer Stations on the Premises and for interconnecting and integrating the Customer's Existing Chiller Facilities and Energy Transfer Stations with the Customer's Internal Cooling Systems. The Chiller Plant Modifications and Energy Transfer Stations will be installed (i) as specified in the Interconnection Specifications and (ii) in the location and otherwise in accordance with the schedule and the drawings attached hereto as Schedule B and Schedule C. Customer will provide all assistance reasonably requested by Supplier to allow Supplier to install the Chiller Plant Modifications, Energy Transfer Stations, and all other service and metering equipment in accordance with this Agreement.

(b) The Chiller Plant Modifications purchased and installed by Supplier on the Premises will be owned by Customer. The Energy Transfer Station installed by Supplier on the Premises will remain the property of the Supplier. The Energy Transfer Station will remain personal property and no item thereof will become a fixture of the Premises, notwithstanding its installation on or attachment to real property or any improvement located thereon. Plates or markings may be affixed to the Energy Transfer Station and piping by Supplier to indicate its ownership thereof. The Connection Equipment is the property of Customer.

(c) Supplier, at its expense, will operate and maintain the Leased Facilities and the Energy Transfer Stations during the Term of this Agreement in accordance with the Interconnection Specifications.

(d) Customer, at its expense, will maintain Customer's Internal Cooling Systems during the term of this Agreement in accordance with the Interconnection Specifications. Customer agrees to provide Supplier at least 30 days prior written notice prior to commencing any modification to Customer's Internal Cooling Systems after the date hereof that may affect Supplier's operations in providing chilled water service hereunder. If Customer's operations or equipment adversely affects Supplier's metering of chilled water service, Customer will, at its expense, make such reasonable changes in its operations or equipment as will be necessary to allow accurate metering of such service. Supplier will also regularly test the quality of water in its own system and report the results to the Customer.

(e) The service stop valves and meter stop valves and other equipment on Supplier's side of the Delivery Points will be operated only by authorized personnel of Supplier, except that Customer may close the service stop valves when necessary due to emergency circumstances which require immediate cessation of chilled water supply, and Customer will give Supplier immediate notice of any such cessation. Supplier will close the service stop valves on the heat exchangers to allow Customer to repair or perform maintenance on Customer's Internal Cooling Systems upon reasonable advance request therefor; provided, that in emergency circumstances if Customer is unable to close the service stop valves, Supplier will use all reasonable efforts to close such valves as soon as practicable.

(f) The service stop valves on Customer's Internal Cooling Systems will be operated only by authorized personnel of Customer, except that Supplier may close the service stop valves when necessary due to emergency circumstances which require immediate cessation of the operation of Customer's Internal Cooling Systems, and Supplier will give Customer immediate notice of any such cessation. Customer will close the service stop valves to allow Supplier to repair or perform maintenance on the On-Site Chiller Plant upon reasonable advance request therefor; provided, that in emergency circumstances if Supplier is unable to close the service stop valves, Customer will use all reasonable efforts to close such valves as soon as practicable.

(g) Customer shall have sufficient access to the Premises as reasonably necessary for Customer to maintain the On-Site Chiller Plant as required herein. Customer, its agents and employees, will not authorize or knowingly permit any person, except a duly authorized employee or agent of Supplier, to operate, maintain, alter or otherwise affect the On-Site Chiller Plant or any component thereof or other equipment of Supplier, to break or replace any seal or lock of Supplier, or to alter or interfere with the operation of meters or Supplier's connection or metering equipment or any other item of service equipment (other than Customer's Internal Cooling Systems) installed by Supplier on the Premises.

3.2 Metering. (a) All metering equipment will be furnished, paid for, and maintained by Supplier. Supplier shall install one meter at each of the Delivery Points. The meters will remain personal property and will not become a fixture of the Premises, notwithstanding its installation

on or attachment to real property or any improvement located thereon. Plates or markings may be affixed to the meters by Supplier to indicate its ownership thereof. Supplier will test its metering equipment every two years, or more frequently, if required, in accordance with the manufacturer's recommendations and, if requested by Customer, will conduct such tests in the presence of a representative of Customer. If requested by Customer, Supplier will conduct such testing on additional occasions; provided, that unless such testing indicates that the tested equipment provides metering results which are inaccurate by 2% or more in a manner which is adverse to Customer, Customer will pay all costs (including labor costs) and expenses incurred by Supplier in conducting such additional tests, as such costs and expenses are reasonably determined by Supplier. Supplier will maintain an accurate log or record of all such tests. In the event that any measuring equipment is found to be inaccurate by 2% or more and the error is not determinable by test or other recording device, then an appropriate correction to the consumption of Customer hereunder shall be made if the percentage of error is ascertainable by calibration, special test or mathematical calculation or, if not available, by estimating the quantity of chilled water service provided during preceding periods under similar conditions when the measurement equipment was registering accurately. Such adjustment shall be made effective as of the midpoint in time between the date of the previous test and the date of repair or replacement of the measurement equipment.

(b) Supplier will repair or replace any materially defective metering equipment within a reasonable period after receiving notice of any material defect to such equipment.

(c) The regular meter reading and billing period will be monthly. If Supplier has installed more than one meter on the Premises, the readings of all meters will be used in calculating the invoice with respect thereto.

(d) If Supplier's metering record is interrupted at any time for any reason, the measurement of chilled water service to be billed for such period of interruption will be estimated by Supplier based, at its option, upon (i) Supplier's meter record immediately before and after the period of interruption, (ii) past Customer consumption during a similar period and under similar conditions, or (iii) some reasonable combination of these methods, and Customer will pay invoices during such period based on the estimated measurement. All billings based on estimated consumption will indicate the method of estimation employed.

(e) Customer will provide, without charge, adequate space and access on the Premises for the housing and maintenance of all metering and related equipment which Supplier will provide to comply with its obligations hereunder.

ARTICLE IV ACCESS

4.1 License and Related Rights. Customer hereby grants Supplier the right and license to maintain sufficient space on the Premises for the purposes of installing, inspecting, testing, operating, protecting, servicing, maintaining, replacing and removing Supplier's Interconnection Facilities, Energy Transfer Stations, the Leased Facilities, distribution piping, and metering and other service equipment in the areas shown on the drawings referred to in Section 3.1.. Customer hereby grants to Supplier the right and license to install, operate, maintain and repair equipment on the Premises together with a right of ingress and egress to and from the Premises at all times

necessary for Supplier to perform any one or more of the activities, rights and obligations contemplated by or in connection with this Agreement. All space, licenses and rights-of-access will be in the location designated by Supplier and approved by Customer, such approval not to be unreasonably withheld, delayed or conditioned. Supplier's obligations under this Agreement are conditioned upon the grant, and undisturbed enjoyment of, the rights granted under this Section. Supplier's representatives entering the Buildings must pass prior background checks acceptable to Customer.

ARTICLE V ADDITIONAL AGREEMENTS

5.1 Customer Reporting. Customer will give immediate notice to Supplier of (i) any leaks of chilled water from the On-Site Chiller Plant or any of Supplier's other pipes located on the Premises or (ii) any mixing of Customer's water passing through the Energy Transfer Station with Supplier's chilled water which passes through the Energy Transfer Station.

5.2 Resale of Chilled Water Service. Chilled water service supplied by Supplier hereunder may be resold by Customer; provided that such resale does not subject Supplier to any governmental rules, regulations, taxes or laws to which it was not theretofore subject. Regardless of any such resale, Customer will remain primarily liable to Supplier for all costs and charges payable hereunder. Customer will be responsible for any taxes or other governmental charges arising from or in connection with any such resales.

ARTICLE VI INTERRUPTION OF SERVICES

6.1 Performance Generally (a) Supplier will use all reasonable efforts to make chilled water service available to Customer regularly and without interruption up to the Contract Capacity, but Supplier does not guarantee a constant supply of such chilled water service hereunder. Supplier will be liable to Customer for 125% of any direct costs of Customer reasonably incurred by Customer as a direct result of Supplier's failure to provide chilled water service, or any substitute service reasonably acceptable to Customer, such as rental chillers connected to Supplier-installed quick connect couplings to supply and return piping, to Customer for a period exceeding 24 consecutive hours up to four consecutive days, and for 100% of such direct costs thereafter until service is restored or substitute service is established, except as otherwise provided in Section 6.2 below or if such failure is caused by an event of Force Majeure as provided in Section 6.3 below. Except as specifically provided in this Section 6.1(a), Supplier will not be liable to Customer or any other person under any circumstances for any interruptions of the supply of, or failure to provide, chilled water service under this Agreement. In no event shall Supplier have any liability under this Section 6.1(a) for special, exemplary or consequential damages, including without limitation, loss of profit or revenue or interference with operations, or have any liability under this Section 6.1(a) to any person other than Customer. Any liability of Supplier under this Section 6.1(a) shall be reduced by the amount of any insurance recovery of Customer.

(b) In the event that after the Commencement Date Supplier fails to provide chilled water service for Customer's needs up to Customer's Contract Capacity, or any substitute service

reasonably acceptable to Customer for a period exceeding 24 consecutive hours due to a service interruption described in item (i) of Section 6.2 (which are not the result of Customer's actions or omissions) or Supplier's negligence, then Supplier will subtract from the Contract Capacity Charge payable for any calendar month in which such period occurs, a pro rata amount attributable to the number of days of such period occurring during such month.

6.2 Service Interruption. Supplier will have the right at any time and from time to time to interrupt chilled water service: (i) for a reasonable duration, upon providing such notice to Customer as is reasonably practicable, for the purpose of performing maintenance, repairs, replacements connections or changes (on or off the Premises) to the On-Site Chiller Plant for the purpose of complying with any order or request of any governmental authority; provided, that Supplier will exercise due diligence and will act with reasonable dispatch in restoring service and, to the extent practicable, will schedule such interruptions during non-business hours, or (ii) for a duration determined by Supplier in its sole discretion, without notice, if, in Supplier's judgment, Customer's Internal Cooling Systems or the Premises has become dangerous or defective, or if Supplier has received a notice from any governmental authority that Customer's Internal Cooling Systems or the Premises is dangerous or defective, so as to in any manner endanger any person, any component of the On-Site Chiller Plant or Supplier's other equipment and piping or Supplier's service to other customers.

6.3. Force Majeure. (a) Notwithstanding any other provision of this Agreement, if either party hereto is prevented from performing any of its obligations hereunder by reason of an event of Force Majeure, such party will notify the other party in writing as soon as practicable and thereafter will be excused from its obligations hereunder to the extent of such interference; provided, that no payment obligation hereunder will be excused or delayed as the result of Force Majeure.

(b) The party whose performance hereunder is prevented as the result of an event of Force Majeure, will use reasonable efforts to remedy its inability to perform; provided, however, nothing in this Section 6.3(b) will be construed to require the settlement of any strike, walkout or other labor dispute on terms which, in the reasonable judgment of the affected party, are contrary to its interest. It is understood that the settlement of a strike, walkout or other labor dispute will be entirely within the discretion of the affected party.

(c) If, as a result of an event of Force Majeure, Supplier is prevented wholly from rendering, or Customer is prevented wholly from receiving and using, chilled water service hereunder to any Building for a period of thirty (30) consecutive days, then the party not prevented from so performing due to such event of Force Majeure shall have the right to terminate this Agreement as to such Building upon one day's written notice to the other party. This subsection (c) shall not apply to give either party the right to terminate this Agreement as to any Building which is rendered untenable by damage from fire or other casualty in circumstances subject to Section 30 of the Lease.

ARTICLE VII DEFAULT

7.1 Defaults. In the event either party fails to perform any material obligation of such party under the terms of this Agreement, such failure shall constitute a default under this Agreement. Upon the occurrence of a default, the non-defaulting party shall be entitled to terminate this Agreement if such default is not cured, to the reasonable satisfaction of such non-defaulting party, within thirty (30) days after notice has been given to the defaulting party. In addition to said 30-day period, a defaulting party shall have, with respect to curable defaults only, that number of additional days which is equal to the number of days which the defaulting party is prevented from curing such default solely by reasons or causes beyond its reasonable control, provided the defaulting party has commenced curing such default within such 30-day period, is proceeding diligently and continuously, and is using all reasonable efforts to cure the default.

ARTICLE VIII INDEMNIFICATION

8.1 Indemnification by Supplier. In addition to any rights Customer may have at law or in equity against Supplier with respect to any default by Supplier under this Agreement, Supplier agrees to indemnify, hold harmless and defend Customer, its officers, directors, affiliates and employees, from and against any and all Loss and Expense incurred by Customer in connection with or arising from any acts or omissions of Supplier's agents and employees or others under its control in connection with any accident, injury or death to any person or damage to property (including damage to any component of the Connection Equipment or Customer's other equipment and piping) occurring on the Premises, provided such Loss or Expense does not result from any conduct of Customer or its agents or employees or others under its control. This section shall survive the termination of this Agreement.

8.2 Indemnification by Customer. Customer believes that it is legally prohibited from pledging its credit, indemnifying or otherwise contractually incurring obligations with respect to claims or damages for injury to persons or property which may impose financial consequences on Customer for which Customer would not otherwise be legally responsible. To the extent permitted by law and without waiving Customer's position regarding such prohibitions and the provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, and without waiving the Customer's position stated in the first sentence of this Section 8.2, Customer shall defend, indemnify and hold harmless Supplier its officers, employees, and agents from and against any and all Loss and Expense incurred by Supplier in connection with property damage or personal injury arising from this Agreement or from Supplier's presence on the Premises and caused by any negligent or intentional conduct of Customer, its employees or agents; provided, however, that Customer shall not indemnify, defend or hold harmless Supplier, its officers, agents and employees, from damages or liability to the extent resulting from the negligence or intentional conduct of Supplier's officers, agents and employees. This section shall survive the termination of this Agreement.

8.3 Notice of Claims. (a) Any party seeking indemnification hereunder will give to the other party a claim notice describing the facts underlying and the estimated amount of its indemnification claim. A notice in respect of any action at law or suit in equity by or against a

third person as to which indemnification will be sought will be given promptly after the party seeking indemnification has notice that such action or suit has commenced; provided, that failure to give such notice will not relieve the party from whom indemnification is sought of its obligations hereunder except to the extent it will have been prejudiced by such failure.

(b) In calculating any loss or expense, there will be deducted (i) any insurance recovery by the party seeking indemnification in respect thereof (and no right of subrogation will accrue hereunder to any insurer) and (ii) the amount of any tax benefit to the party seeking indemnification with respect to such loss or expense (after giving effect to the tax effect of receipt of the indemnification payments).

(c) After any claim notice has been given pursuant hereto, the amount of indemnification to which a party seeking indemnification will be entitled under this Article IX will be determined: (i) by the written agreement between the party seeking indemnification and the other party; (ii) by a final judgment or decree of any court of competent jurisdiction; or (iii) by any other means to which the party seeking indemnification and the other party will agree.

ARTICLE IX TERM

9.1 Term. This Agreement will be effective as of the date hereof and, unless sooner terminated as provided in Sections 9.3, will remain in effect for an Initial Term ending on June 30, 2036. This Agreement will automatically renew for up to two (2) successive ten (10) year periods unless either party gives written notice of termination at least one (1) year prior to expiration of the Initial Term or the successive renewal term, to be effective at the end of such Initial Term or renewal term.

9.2 Government Appropriations. It is understood and acknowledged by the parties that the financial obligations of Customer are contingent upon funds for that purpose being appropriated, budgeted, encumbered, and otherwise made available; provided, however, that Customer acknowledges Supplier shall have no obligation to provide chilled water service to Customer if funds sufficient to fulfill this Agreement have not been appropriated. If funds are appropriated for this Agreement, Customer agrees that such funds will be appropriated in full and not on a partial basis.

9.3 Early Termination. In addition to the termination rights of either party under applicable law following a default, Supplier may terminate this Agreement as of the effective date of the withdrawal, cancellation or lapse of any right, permit or authorization of any governmental authority necessary to allow Supplier to operate its central chilled water system or to provide chilled water service to Customer. Notwithstanding any provision herein to the contrary, in the event the Lease expires or otherwise terminates prior to the end of the Term, this Agreement shall automatically terminate as of the date concurrent with the expiration or termination of the Lease. If the Lease is terminated as to less than all of the Buildings, then this Agreement shall likewise terminate to the same extent but shall remain in full force and effect as to those Buildings for which the Lease has not been terminated.

9.4 Effect of Termination. Upon the expiration or earlier termination of this Agreement:

(a) Supplier may choose, in its sole discretion, upon providing notice to Customer within 30 days after such expiration or termination, (i) to remove any or all of the components of the Supplier's Interconnection Facilities or its other equipment, piping and other property installed or otherwise located on the Premises, in which case Customer will provide Supplier access to the Premises reasonably requested by Supplier to allow Supplier to remove such property in a timely fashion and Supplier will have no obligations to restore the Premises to their original condition, or (ii) to abandon any or all of such property located on the Premises, in which case such property will be the responsibility of Customer and Supplier will have no obligation or liability with respect to such abandoned property.

(b) Customer will pay Supplier all amounts then payable to Supplier hereunder;
and

(c) Customer and Supplier will have no further obligations hereunder other than (i) obligations accruing prior to the date of such termination, (ii) Customer's obligations to provide access rights pursuant to Section 9.4(a), and (iii) obligations under Article VIII, all which will survive the expiration or termination of this Agreement.

ARTICLE X LAWS AND REGULATORY BODIES

10.1 Compliance with Laws and Regulations. With respect to this Agreement and the services to be performed hereunder, each party shall comply with all valid and applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Agreement or the services to be performed hereunder.

10.2 Rights Upon Regulatory Agency or Court Action. Except as may be otherwise provided herein, in the event that any court or regulatory agency having or asserting jurisdiction over these premises takes any action or issues any determination that directly or indirectly prohibits performance to a material extent under this Agreement by either or both parties or otherwise makes such performance illegal or impossible, such action or determination will be considered to be an event of Force Majeure. In the event that any such court or regulatory agency takes any action or issues any determination that directly or indirectly effects a material adverse change to any substantive provision of this Agreement, in the terms of performance or with respect to the rights or obligations of either party hereto (in that party's reasonable good faith opinion), then the party materially adversely affected may: (i) continue to perform its obligations under the Agreement as changed, (ii) seek to renegotiate the terms of this Agreement by providing written notice to the other party of its desire to renegotiate, or (iii) at any time during a period of ninety (90) days next following receipt by the other party of written notice of any such action by any such court or regulatory agency, terminate this Agreement by providing written notice to the other party hereto on or before the end of such ninety (90) day period, such termination to be effective on the first day of the month next following ninety (90) days after the receipt of such notice of termination; provided however that, if such action or determination is rescinded prior to the effectiveness of

such notice, such notice will be deemed invalid. In the event the Agreement terminates under this provision, all further rights and obligations of Supplier and Customer under this Agreement will be null and void. Each party hereto shall provide reasonable and prompt notice to the other party hereto as to any regulatory proceedings or actions described herein that could affect the rights and obligations of the parties hereto.

10.3 Performance Pending Renegotiation or Termination. Irrespective of any action by any court or regulatory agency as contemplated by Sections 10.1 or 10.2, above, each of the parties hereto shall continue to honor and perform all of their respective warranties, representations and obligations under this Agreement including, but not limited to, the obligations of Supplier to provide chilled water service and the obligations of Customer to accept and pay Supplier for chilled water service as provided herein, until the parties either mutually renegotiate the terms of this Agreement or until this Agreement terminates pursuant to the provisions of Section 10.2 above.

10.4 Governing Law. This Agreement will be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Colorado.

ARTICLE XI INSURANCE

11.1 During the Term of this Agreement, Supplier shall maintain at its own expense a commercial general liability insurance policy with coverage in amounts not less than those which are from time to time acceptable to a prudent service provider in the same business as Supplier and in the area in which the Buildings are located, but in any event not less than \$5,000,000. Policies for such insurance shall waive any right of subrogation against Customer, except for claims Customer has agreed to indemnify Supplier against pursuant to Section 8.2 hereof. Supplier shall provide a certificate of such insurance policies which meets the foregoing requirements, and which also names Customer as an additional insured and provides that coverage will not terminate without at least thirty days prior written notice to Customer. Except as otherwise provided in Section 8.2, Supplier shall be responsible for any and all claims, associated costs and expenses which fall within the deductible or self-insured retention for insurance as required in the first sentence of this section.

11.2 Customer and Supplier shall maintain their own respective worker's compensation insurance policies insuring their respective employees, as required in the State of Colorado. Except as otherwise provided in Section 8.2, Supplier's Worker's Compensation insurance program and policy shall waive any right of subrogation against Customer.

ARTICLE XII GENERAL PROVISIONS

12.1 Notices. All notices or other communications required or permitted hereunder will be in writing and will be deemed given or delivered (i) the day delivered when delivered personally, (ii) 3 days after mailing when sent by registered or certified mail or by private courier and (iii) 1 day after sending when sent by courier via commercial overnight delivery service, addressed as follows:

If to Customer, to:

City and County of Denver
Attention: Director of Utilities
333 W. Colfax Ave., Suite 350
Denver, CO 80204

With a copy to:

Office of the Mayor
350 City and County Building
1437 Bannock St.
Denver, CO 80202

If to Supplier, to:

Public Service Company of Colorado
Attention: Director of Thermal Energy
P.O. Box 840
500 15th Street
Denver, CO 80201

or to such other address as such party may indicate by a notice delivered to the other party hereto.

12.2 Successors and Assigns. (a) All of the terms, covenants, representations, warranties, and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective successors, but neither this Agreement nor the rights and obligations of the parties may be assigned without the prior written consent of the other party; provided, however, that a party shall have the right to assign its rights hereunder to one or more entities which are either wholly owned (directly or indirectly) by such party, or are under common ownership with such party. Either party may mortgage, pledge, or otherwise encumber its rights under this Agreement or its assets located on the Premises to secure any obligations of such party, and in connection therewith, upon the request of the other party hereto from time to time, Supplier or Customer, as the case may be, will provide one or more estoppel certificates in form and substance satisfactory to the requesting party.

(b) Nothing in this Agreement, expressed or implied, is intended or will be construed to confer upon any person (other than the parties and successors and assigns permitted by this Section 12.2) any right, remedy or claim under or by reason of this Agreement.

12.3 Entire Agreement; Amendments. This Agreement and the Schedules referred to herein and the documents delivered pursuant hereto, together with the Lease, contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements or understandings between or among any of the parties hereto. This Agreement will not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto. In the event terms or provisions

in the proposal, the letter of intent, the schedules, or documents delivered pursuant to this Agreement conflict with this Agreement, this Agreement will control.

12.4 Compliance with Denver Wage Laws. To the extent applicable to the Supplier's provision of services hereunder, Supplier shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Supplier expressly acknowledges that Supplier is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Supplier, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

12.5 Examination of Books and Records. (a) Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Supplier's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Supplier shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Supplier to make disclosures in violation of state or federal privacy laws. Supplier shall at all times comply with D.R.M.C. 20-276.

(b) If a CORA (as hereinafter defined) request is made by any third-party for any information that the Company has provided to the City pursuant to Section 12.5(a) above, the City will use reasonable efforts to promptly notify the Supplier of the request and will allow the Supplier to reasonably identify any information that it considers proprietary or confidential or may otherwise be withheld under CORA and/or any information that implicates disclosure of critical infrastructure. If the requesting party challenges the response with regards to the Supplier's data, the Supplier shall appear and defend such request at its sole expense, including filing a legal action in any court of competent jurisdiction to prevent disclosure of such information. In any such legal action the City will name the Supplier as an indispensable party and support any Supplier requests for protection of records. The Supplier shall be responsible for any monetary amounts awarded against the City in connection with such action. As used herein, the term "CORA" shall mean the Colorado Open Records Act (C.R.S. § 24-72-201 *et seq.*).

12.6 Interpretation. Article titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

12.7 Reasonableness of Consent or Approval. Whenever under this Agreement "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

12.8 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver will be validly and sufficiently authorized for the purposes of this Agreement if, as to any party, it is authorized in writing by an authorized representative of such party. The failure of any party hereto to enforce at any time any provision of this Agreement will not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement will be held to constitute a waiver of any other or subsequent breach.

12.9 Expenses. Each party hereto will pay all costs and expenses incident to its negotiation and preparation of this Agreement and, except as set forth herein, to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

12.10 Partial Invalidity. Wherever possible, each provision hereof will be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

12.11 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original instrument, but all of which will be considered one and the same agreement, and will become binding when one or more counterparts have been signed by each of the parties hereto and delivered to Supplier and Customer.

12.12 No Discrimination In Employment. In connection with the performance of work under this Agreement, Supplier agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Supplier further agrees to insert the foregoing provision in all subcontracts hereunder.

12.13 No Third Party Rights. This Agreement is exclusively for the benefit of the parties to this Agreement, their successors and permitted assigns and persons benefited by the indemnification provisions of this Agreement. No other person (including, without limitation,

tenants of the Premises) shall be entitled to rely on any matter set forth in, or shall have any rights on account of the performance or non-performance by any party of its obligations under, this Agreement and no third party shall have the right to claim that they are a third party beneficiary and this paragraph shall be strictly construed.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

SCHEDULE A – Calculation of Indices

Capacity Charge Index: The capacity charge index will be determined in the month prior to each January 1 in the following manner:

- (i) The index value for Producer Price Index (“PPI”)-Commodities data for Final Demand-Private capital equipment, not seasonally adjusted, Series ID WPUFD41312, as published by the U.S. Department of Labor, Bureau of Labor Statistics will be determined as of May 1st of each of the five years immediately preceding such January 1.
- (ii) The index value for the PPI-Commodities for the corresponding date one year prior to the date for each of the five years referred to above shall be determined.
- (iii) The value in (i) above for each of the five years immediately preceding such January 1 shall be divided by the value in (ii) above for the year prior to such year.
- (iv) The average of the five quotients in (iii) above shall be calculated and the result shall be the Capacity Charge Index for the current time period.

Consumption Charge Index: The consumption charge index will be determined in the month prior to each January 1 in the following manner:

- (i) The index values for each of two index series specified below will be determined as of May 1st of each of the five years immediately preceding such January 1.
- (ii) The index values for each of the two index series specified below for the corresponding dates one year prior to the dates for each of the five years referred to above shall be determined.
- (iii) The values in (i) above for each of the five years immediately preceding such January 1 shall be divided by the corresponding values in (ii) above for each such index series for each such year.
- (iv) The average of the five quotients in (iii) above for each index series shall be calculated and the result shall be multiplied by the relative weight of such index, which shall be:
 - (a) eighty percent (80%), in the case of the Energy Index;
 - (b) twenty percent (20%), in the case of the Expendables Index.
- (iv) The sum of these two figures will be the value of the Consumption Charge Index for the current time period.

- (v) The following definitions will apply for the calculation of the Consumption Charge Index:
 - (a) The PPI industry data for Electric power distribution-Mountain industrial electric power, not seasonally adjusted, Series ID PCU221122221122438, as it appears in the Producer Price index as published by the U.S. Department of Labor, Bureau of Labor Statistics will be referred to as the “Energy Index”.
 - (b) The PPI industry sub-sector data for Chemical mfg, not seasonally adjusted, Series ID PCU325---325---, as it appears in the Producer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics will be referred to as the “Expendables Index”.

In the event that the Bureau of Labor Statistics or any successor agency of the United States shall discontinue the calculation and/or publication of any index referred to in this Schedule A, then the index which most closely parallels the types of components in the discontinued index, both in description and by overall result, shall be utilized by the parties. The parties agree to negotiate in good faith within 30 days of notice by either party to reach agreement upon the best replacement index meeting these criteria.

SCHEDULE B - Interconnection Specifications

FOR

The Premises as described in Schedule D attached hereto

A. GENERAL

1. This specification describes Supplier's district cooling interconnection to the Premises covered by this Agreement and listed in Schedule D attached hereto. It includes the (1) design parameters, (2) materials to be used, (3) work to be performed by the Supplier to complete the district cooling interconnections, and (4) work to be performed by the Supplier to operate and maintain the district cooling interconnection.
2. The Supplier will provide chilled water service to buildings located in Denver, including the Premises listed in Schedule D attached hereto from a chilled water plant located at 500 15th Street and the Leased Facilities As listed in Schedule D attached hereto. The chilled water will be distributed to the Buildings from the chilled water plants through a direct buried supply and return piping system. The Supplier intends to construct additional cooling plants, which will be connected to this distribution system. A variable flow pumping system will provide the chilled water flow requirement at the incoming chilled water service to each building.

B. BASIC SYSTEM DESCRIPTION

1. Mechanical: The Supplier's incoming chilled water service will interconnect with the Customer's Internal Cooling Systems at the Premises covered by this agreement and listed in Schedule D attached hereto.
2. Electrical: The Supplier will provide electricity sub-meters for the equipment contained in the Leased Facilities, including the interconnection control panels. The sub-meter data will be used to calculate the amount of electricity demand and consumption during each billing period.

C. SUPPLIER RESPONSIBILITIES

1. Distribution Piping Connections: The Supplier will provide supply and return pipes, with quick couplings and valves for connection to rental chillers, from the fittings on the main distribution pipes to the primary side (Supplier's side) of the heat exchangers, which will be located at the Police Administration Building, the Police Arraignment Detention Facility, the Denver Museum and the Denver Public Library.
2. Equipment: The Supplier will be responsible for providing all materials for the modifications to the customer's cooling systems, including piping, pumps, isolating valves, thermometers, control valves, controls, the control interface that responds to the "cooling on" control signal from Customer's Internal Cooling Systems, the electricity submeters and the chilled water meters.

3. Design: The Supplier will be responsible to properly design the interconnections. The interconnection design will include heat exchangers, pumps, pipes, controls and control valves to connect to the existing chiller plant supply and return headers; and a chilled water meter at the point of delivery to the Customer's Internal Cooling System as described in the drawings and specifications contained in Schedule C.
4. Installation: The Supplier's contractors will install the modifications required to interconnect the Supplier's distribution pipe and make modifications to the Customer's facilities, according to the Supplier's specifications. The Supplier will install controls for the modifications to the Customer's facilities control system, including a terminal strip for the Customer's use for connecting the control wiring for the "cooling on/off, temperature reset and humidity override" control signal from the Customer's cooling system.
5. Commissioning: In cooperation with the building superintendent, the Supplier will commission the primary system. This will include the flushing of the supply and return distribution piping system and start-up of the control equipment.
6. Make-up Water: The Supplier will provide and pay for the make-up water for the primary side of the system, including any required water treatment.
7. Primary Side Service: The Leased Facilities will be operated and maintained by the Supplier to provide chilled water service to Customer's Internal Cooling Systems.
8. The Supplier shall at Supplier's expense, remove and dispose of any Customer-owned chiller equipment, at Customer's request, that Supplier elects not to connect to Supplier's System.

D. CUSTOMER RESPONSIBILITIES

1. Space Requirements: The Customer will provide, at no cost to the Supplier, suitable space for the installation of Supplier's Interconnection Facilities and other required equipment to complete the district cooling interconnection. This will include space for the (1) supply and return primary lines, (2) heat exchangers, (3) supply and return connections to Customer's Internal Cooling Systems, and (4) all required auxiliary equipment.
2. The Customer will provide the controls, temperature sensor equipment and control wiring for the control of Customer's Internal Cooling System.
3. Building Modifications: In cooperation with the building operating staff, the Supplier will be willing, upon request, to help address the necessary modifications to optimize operation of Customer's Internal Cooling Systems. A properly functioning building cooling system will benefit both the Customer and the Supplier. Generally, these modifications involve changes that will increase district cooling return water temperature.
4. Commissioning: During commissioning, the building operator shall be responsible for Customer's Internal Cooling System.
5. Changes to the System: Any changes to Customer's Internal Cooling System that will impact the district cooling system shall be reported to the Supplier. When

a material change to the operation of the Leased Facilities can result, these changes must be approved by the Supplier.

6. Make-up Water: The filling and draining of the secondary side will be the responsibility of the Customer.
7. Water Treatment: The Customer will maintain the water in the building cooling system. The pH level will be maintained between 9.0 and 10.0 and the total bacteria count of less than 100 cfu/ml. Makeup water chloride level shall not exceed 300 ppm at 60 °F. Maximum particle size shall be 0.10 inches. Maximum concentration of solids shall be 10%.
8. Connection Equipment: The building operator will maintain Customer's Internal Cooling System.

E. CODES AND STANDARDS

1. Denver Building Code / Uniform Building Code.
2. Latest issue of American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Handbooks on "Fundamentals" and "Systems".
3. ASHRAE Energy Standard 90-80.
4. National Fire Protection Association (NFPA).
5. Underwriters' Laboratories (UL).
6. Air Conditioning and Refrigeration Institute (ARI).
7. American National Standards Institute (ANSI).
8. American Society of Mechanical Engineers (ASME).
9. American Society of Testing and Materials (ASTM).
10. National Electrical Manufacturer's Association (NEMA).
11. ANSI-MSS SP-58-1983, Pipe Hangers and Supports - Materials, Design and Manufacturer.
12. Standards of Tubular Heat Exchanger Manufacturers Association (TEMA).

F. SYSTEM PARAMETERS

1. Chilled Water Design Temperatures:

The Supplier shall operate its chilled water system in accordance with a temperature reset schedule. The system shall be designed to deliver chilled water to the Customer's Internal Cooling System Supply at a temperature of 42°F whenever the outside air temperature exceeds 80°F. When the outside air temperature is below 50°F, the Supplier shall operate the system to provide Customer's Internal Cooling System with chilled water at a temperature that does not exceed 49°F. The temperature shall vary in a linear manner with

changes in outside air temperature, reaching 42°F when the outside air temperature exceeds 80°F. Notwithstanding the foregoing, the Denver Art Museum and Denver Art Museum Expansion shall be subject to separate provisions as specified below. The Supplier shall continuously modulate its pumping system as necessary to guarantee that adequate chilled water capacity is provided to the Customer at all times throughout the year, regardless of outside air temperature or the chilled water supply temperature.

DCPA Administration Building

- Customer’s Internal Cooling System Supply 42-49°F
- Customer’s Internal Cooling System Return 56°F

Boettcher Concert Hall

- Customer’s Internal Cooling System Supply 42-49°F
- Customer’s Internal Cooling System Return 56°F

Buell Theater

- Customer’s Internal Cooling System Supply 42-49°F
- Customer’s Internal Cooling System Return 56°F

Colorado Convention Center

- Customer’s Internal Cooling System Supply 42-49°F
- Customer’s Internal Cooling System Return 56°F

Ellie Caulkins Opera House/Newton Auditorium

- Customer’s Internal Cooling System Supply 42-49°F
- Customer’s Internal Cooling System Return 56°F

Minoru Yasui Building

- Customer’s Internal Cooling System Supply 42-49°F
- Customer’s Internal Cooling System Return 56°F

Wellington Webb Office Building

- Customer’s Internal Cooling System Supply 42-49°F
- Customer’s Internal Cooling System Return 56°F

Denver Crime Lab

- Customer’s Internal Cooling System Supply 42-49°F
- Customer’s Internal Cooling System Return 56°F

Denver Public Library

- Customer’s Internal Cooling System Supply 42-49°F
- Customer’s Internal Cooling System Return 56°F

City and County Building

- Customer’s Internal Cooling System Supply 42-49°F
- Customer’s Internal Cooling System Return 56°F

Police Administration Building

- Customer’s Internal Cooling System Supply 42-49°F
- Customer’s Internal Cooling System Return 56°F

[Denver Art Museum

- Customer’s Internal Cooling System Supply 42-49°F
- Customer’s Internal Cooling System Return 56°F

Denver Art Museum Expansion

- Customer’s Internal Cooling System Supply 42-49°F
- Customer’s Internal Cooling System Return 56°F] ¹

2. Maximum Chilled Water Pressures:

- Operating: 150 psig Primary
150 psig Secondary
- Design: 150 psig Primary
150 psig Secondary

3. Incoming Service Room Indoor Conditions:

The Supplier shall maintain a secured room where the heat exchanger is to be located. The room shall remain clean and the following shall apply:

- Winter 55°F minimum
- Summer Ventilated, as required by Code and/or load

4. Pipe Size Criteria:

- a. Primary
All piping will be sized to accommodate maximum velocity of 13 feet/second.

G. FACILITIES DESCRIPTION

1. Supplier Chilled Water:

- a.) Supplier's chilled water supply and return will be from an off-site chilled water plant.
- b.) The heat exchangers at the Premises will each consist of a plate and frame type heat exchanger (see Section H. for more details).
- c.) The Leased Facilities will include electric control valves, strainer, valving, piping, and controls.
- d.) Gauges, gauge cocks, thermometers, thermowells, shut-off valves, and other instruments will be provided for on the primary side of each heat exchanger for operation, maintenance, and balancing purposes.
- e.) The chilled water control valves will be of 2-way modulating type and will be selected to close against the differential pressures involved.

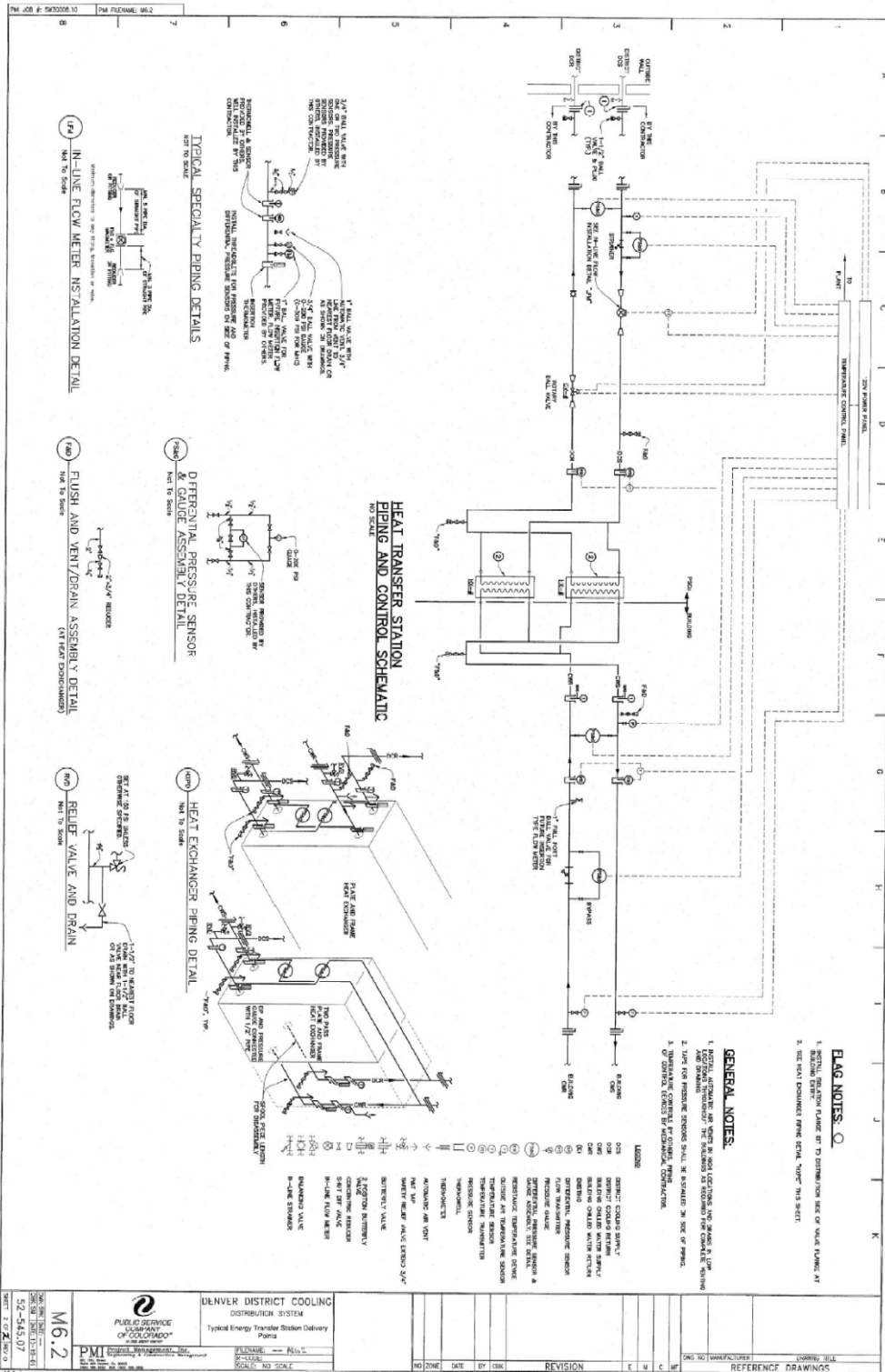
¹ Denver Art Museum and Denver Art Museum Expansion utilize chilled water for cooling applications that may require colder water than design during certain emergency situations. In these cases, when the outside air temperature is greater than 75°F, DAM and DAMX have the right to transmit a supply temperature override control signal to Supplier if Customer’s control system cannot maintain the required humidification levels within the galleries of the Denver Art Museum. Supplier agrees to provide 40°F supply temperature on the facility side of the heat exchanger within thirty (30) minutes of receiving this override signal, and to maintain that supply temperature until gallery environmental conditions have returned to normal and a signal from the Denver Art Museum cancelling the lower supply temperature override has been received by Supplier.

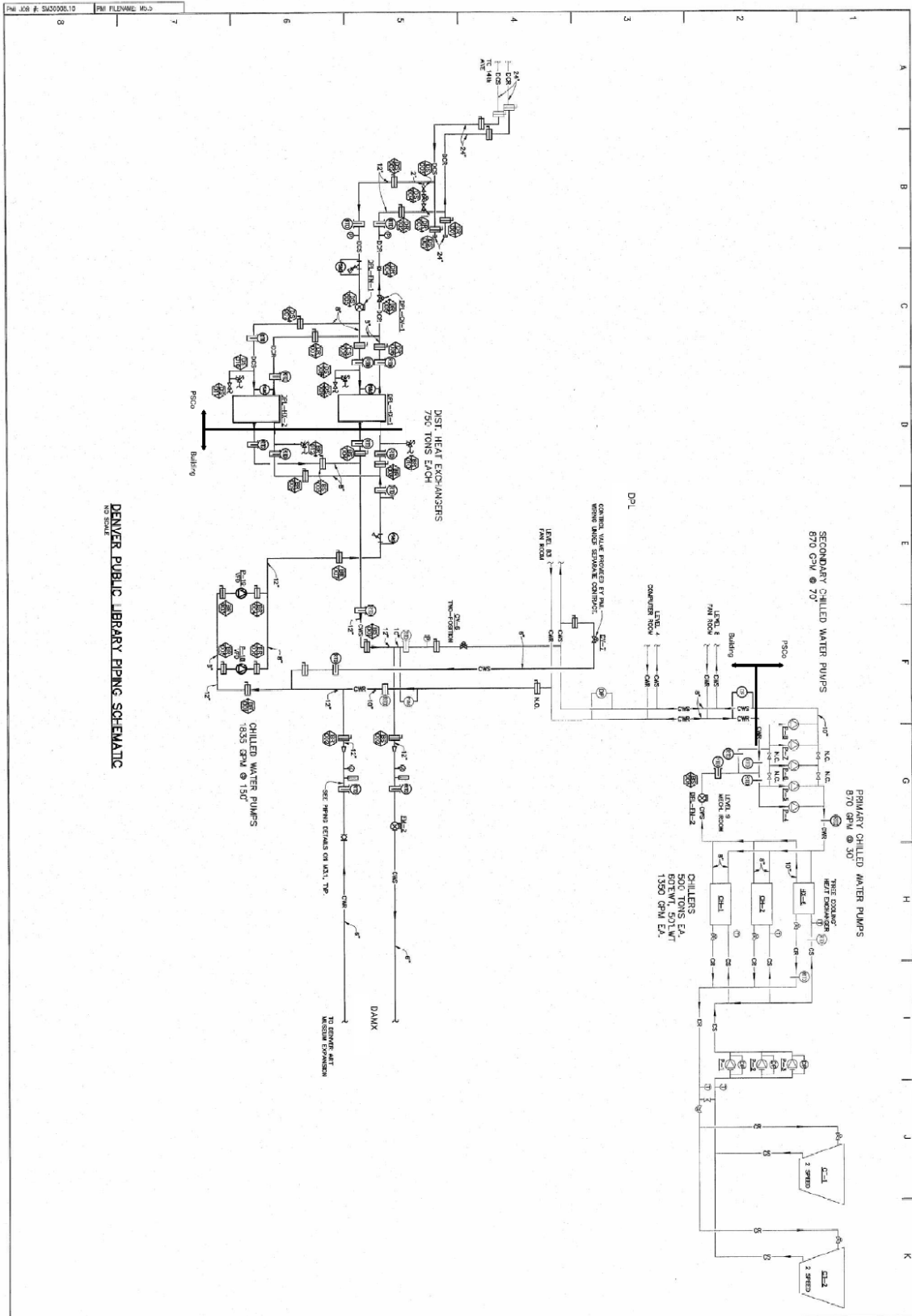
- f.) All piping systems included with this work will be thoroughly cleaned and flushed with the proper chemicals, as required.
- g.) The Leased Facilities control will include ton-hour metering, reset capability, trending and logging capabilities, pressure and temperature displays, capacity and consumption displays, customer adjustable chilled water supply reset, and read only data interface with customer control system (if required).

The system will include all computer software and hardware, sensors, transmission equipment for interface with Supplier's central district cooling control center, required wiring, piping, control panel, and standby power source for uninterrupted memory operation. The primary chilled water system flow will be modulated to maintain constant return temperature or secondary chilled water reset temperature. If Customer (secondary) Side return water temperature is in excess of the Design Temperature by 1°F, then the Supplier (primary) Side return water temperature will be controlled at Design Temperature plus the excess temperature amount.

SCHEDULE C – Description of Delivery Points at Premises

Description of Supplier's Delivery Points and connections to Customer's Internal Cooling Systems at each Premises and Leased Chiller location.





DENVER PUBLIC LIBRARY PIPING SCHEMATIC

DENVER DISTRICT COOLING DISTRIBUTION SYSTEM
 DPL and DAMX Delivery Points

REVISION: 115-7
 R-CODE: 115-7
 SCALE: NO SCALE

M5.7

DATE: 5-2-04
 SHEET: 7 OF 3

SCHEDULE D – Individual Premises Specifications Including Capacities, Rates, Warm Water Discounts, and Escalations

Customer Premise	Premises Address	Contract Capacity (Tons)	Capacity Charge Rate (\$ / Ton*Month)	Consumption Charge Rate (\$ / Ton*Hr)	Warm Water Discount Applied (Y/N)	Premises Associated with Leased Chiller (Y/N)	Apply Additional Escalation to Capacity Charge Annually (Y/N)
DCPA Administration Building	1245 Champa St	135	8.56	0.2077	NO	YES	NO
Boettcher Concert Hall	930 15 th St	290	8.56	0.2077	NO	YES	NO
Buell Theater	1350 Curtis St	330	8.56	0.2077	NO	YES	NO
Colorado Convention Center	700 14 th St	4,350	8.56	0.2077	NO	YES	NO
Ellie Caulkins Opera House / Newton Auditorium	1323 Champa St	330	8.56	0.2077	NO	NO	YES
Minoru Yasui Building	303 W Colfax Ave	300	8.56	0.2077	NO	NO	YES
Wellington Webb Office Building	1445 Cleveland Place	850	8.56	0.2077	NO	NO	YES
Denver Crime Lab	1371 Cherokee St	200	9.57	0.1896	YES	NO	YES
Denver Public Library	10 W 14 th Ave	500	8.56	0.2077	YES	YES	NO
City and County Building	1445 Bannock St	400	8.56	0.2077	YES	NO	YES
Police Administration Building	31 Cherokee St	195	8.56	0.2077	YES	YES	NO
Denver Art Museum	100 W 14 th Ave	475	8.56	0.2077	YES	YES	NO
Denver Art Museum Expansion	100 W 13 th Ave	400	8.56	0.2077	YES	NO	YES

Contract Control Number: GENRL-202683567-00
Contractor Name: PUBLIC SERVICE COMPANY OF COLORADO

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202683567-00
PUBLIC SERVICE COMPANY OF COLORADO

By: 
F2C4AE75060748E...

Name: Robert S. Kenney
(please print)

Title: President, Xcel Energy, Colorado
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 612-333-3323 Brown & Brown Insurance Services, Inc. 901 Marquette Avenue Suite 1800 Minneapolis, MN 55402 USA	CONTACT NAME: Dawn Heinemann or Tom Newhouse PHONE (A/C No. Ext): 612-333-3323 FAX (A/C, No): 612-373-7270 E-MAIL ADDRESS: dawn.heinemann@bbrown.com														
INSURED Xcel Energy Inc. Northern State Power Company; Public Service Company of CO and Southwestern Public Service Co. 414 Nicollet Mall, 401-4 Minneapolis, MN 55401 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: OLD REPUBLIC INS CO</td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: OLD REPUBLIC INS CO	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 752382023** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Subject to 2MM SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY5934725	11/01/25	11/01/26	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB2140625	11/01/25	11/01/26	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MWC11718825	11/01/25	11/01/26	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are additional insured as respects general and automobile liability policies where required by written contract subject to the policy(s) terms and conditions.

CERTIFICATE HOLDER **CANCELLATION**

City and County of Denver 201 W Colfax Avenue Denver, CO 80202 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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