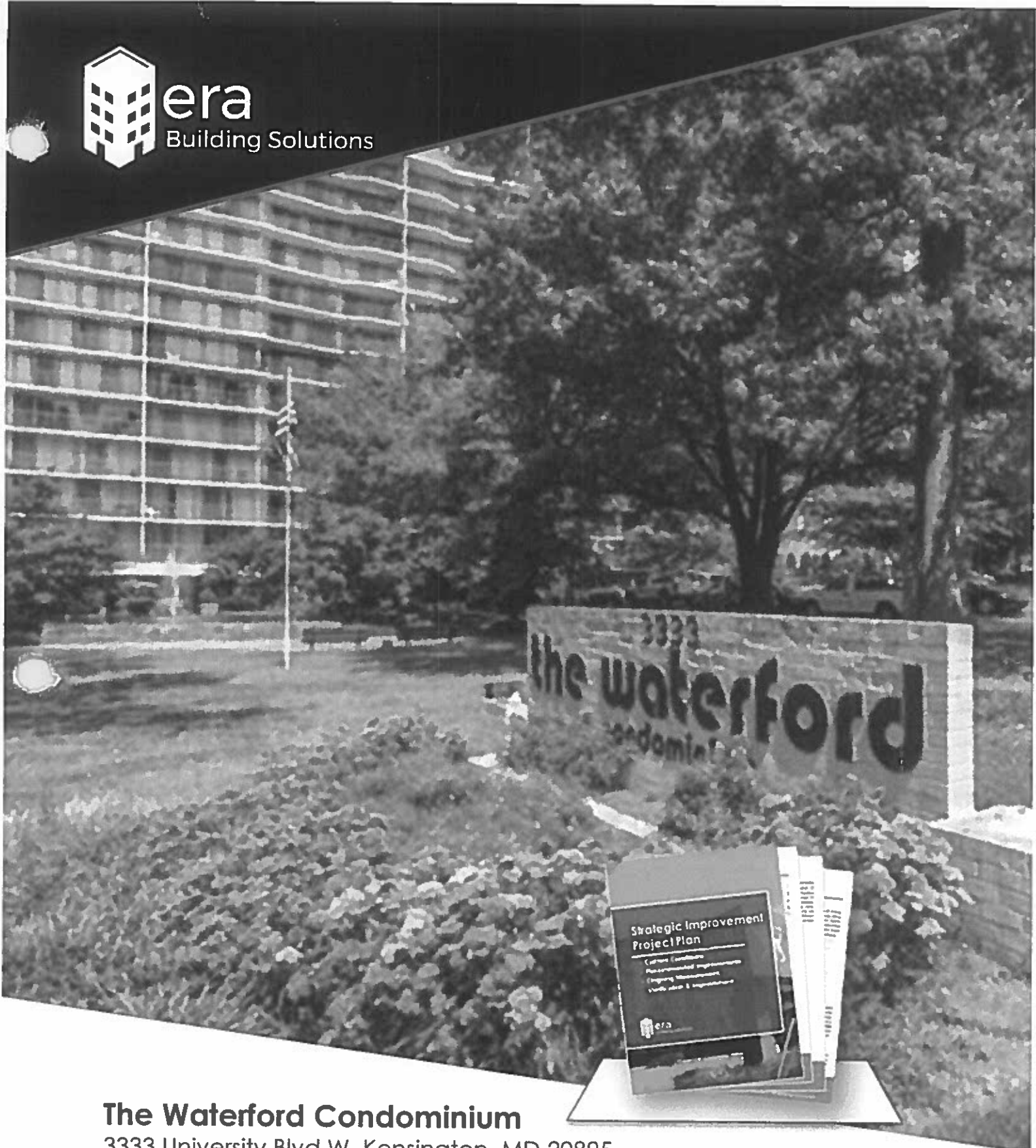




**era**  
Building Solutions



**The Waterford Condominium**

3333 University Blvd W, Kensington, MD 20895

Energy-Based Return Project Memorandum of Understanding

*Handwritten signature and date: 11/07/2017*



March 1, 2021

21030104EB

To: Mr. Alan Behr – Waterford Condominium  
Ms. Cecie England – Waterford Condominium  
From: Mr. Mike Cain – era building solutions  
Re: Waterford Project Memorandum of Understanding

Dear Alan & Cecie,

Thank you for allowing era building solutions to serve as the trusted solutions provider for your Waterford Condominium property. We sincerely appreciate this opportunity and greatly look forward to continuing to forge a strong partnership with you and your Waterford Team for many years to come.

As you already know, era building solutions is a full service commercial building consultant and contractor, wholly dedicated to delivering efficient & healthy building solutions to our clients across a range of industries—multi-family, healthcare, hospitality, and commercial real estate to name a few. We merge the best of the best of building service industries—mechanical, lighting, solar, alternative finance, efficiency, and more—to deliver unparalleled service & expertise to our invaluable clients.

With the understanding that The Waterford Condominium has specific objectives regarding energy consumption, sustainability, and community improvement: Included herein is the Memorandum of Understanding to develop and execute an Improvement Project Strategy, meeting The Waterford Condominium's financial, operational, sustainability, and other objectives (as detailed herein).

We believe that it is time for not just a new era but a better era of business...one in which classic interpersonal and business values are merged with the building technologies of today and tomorrow to maximize value and deliver real results. If you should have any questions or if we may be of any assistance, please feel free to call or email us at any time.

Thank you, as always. Yours in service,



Mike C. Cain, CEM  
era building solutions  
240.778.9971  
mcain@erabuildingsolutions.com

*Handwritten signature and date:*  
3/1/2021  
p. 2 of 7

## Executive Summary

### Why Plan for Improvement?

Commercial building projects are often planned using budgets (or—in the case of Cooperative Ownership Communities—Reserve Studies) created on the basis of useful equipment life. While this is an effective method to prevent costly emergency replacements and ensure that properties are prepared to replace aged equipment, the downside is the reinforcement of a somewhat myopic equipment replacement mentality. While the new equipment may be more efficient than that it replaces, often major improvement opportunities are left on the table by failing to address more holistic system-level upgrades.

Beyond cost control (with energy often representing 28% to 35% of the total operating expenses in multifamily properties), energy efficiency, sustainability, and environmental stewardship have grown in recent years to show an increasing impact on marketability of a building and the culture of the community therein. Not only can reduced energy costs help to suppress Association Fees (thus improving equity values), but some efficiency improvements can aid in the soft appeal of a property (i.e. visible solar panels, broadcasted efficiency improvements, etc.) making it more marketable to a broader swath of potential residents.



### Leveraging Incentives & Financing

Fortunately for the Region’s building owners and operating professionals, Maryland’s Montgomery & Prince George’s Counties are home to some of the most innovative (& lucrative) energy efficiency grant, rebate, and financing programs in the country. Special programs exist to incentivize (and—in many cases—fund) nearly any building improvement that reduces building energy consumption, and proper planning plays a critical role in the identification, application, and approval of an effective Incentive & Finance Strategy.

Programs to be considered during plan creation herein include but are not limited to PEPCO HVAC, Custom, Special Controls, Lighting, & CHP Incentives; Washington Gas HVAC, Thermostat, & Custom Incentives, Maryland Energy Administration Solar, CHP, Commercial & Industrial Efficiency Grants; Montgomery County Green Bank Financing; MEA Lawton Loan Financing; and more.



### Tactics & Strategy

The purpose of your Improvement Project Plan will be to provide a strategy which can be easily followed by the property to surpass the its short-, medium-, and long-term objectives while also providing a path(s) to ensuring continued success after initial implementation. The tactics provided may fall into a variety of categories, but may include: **Lighting, HVAC, Generation, Distributed Generation (Solar/CHP), Controls & Automation, and Other Tactics.**

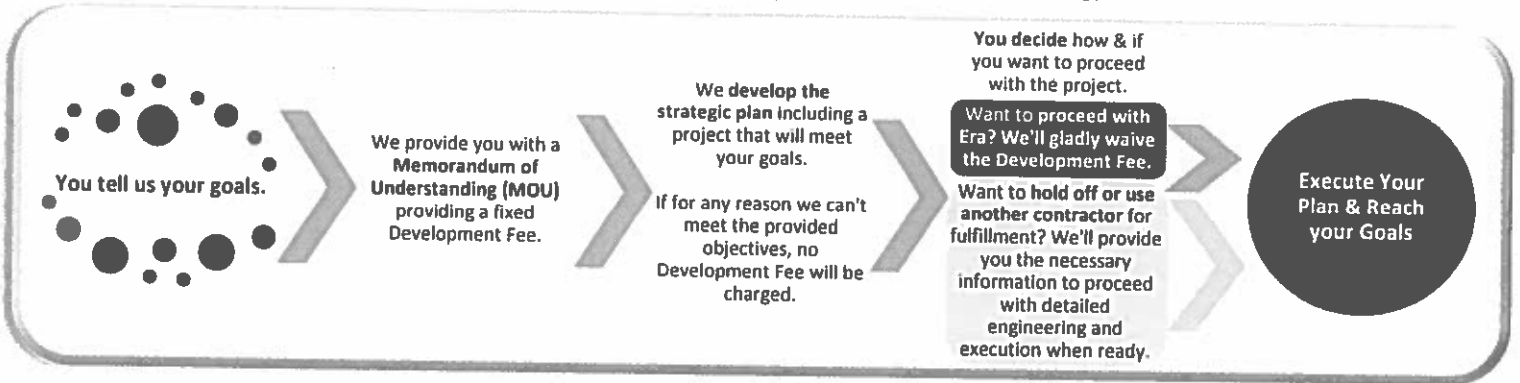
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 M07 3 of P 7  
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March 1, 2021

21030104EB

**Payment & Process**

For our existing era building solutions clients (and referrals from special partners) looking for easier methods to reach their building health, efficiency, and/or financial objectives, era offers to roll in strategic planning & project development costs into project implementation. How it works:

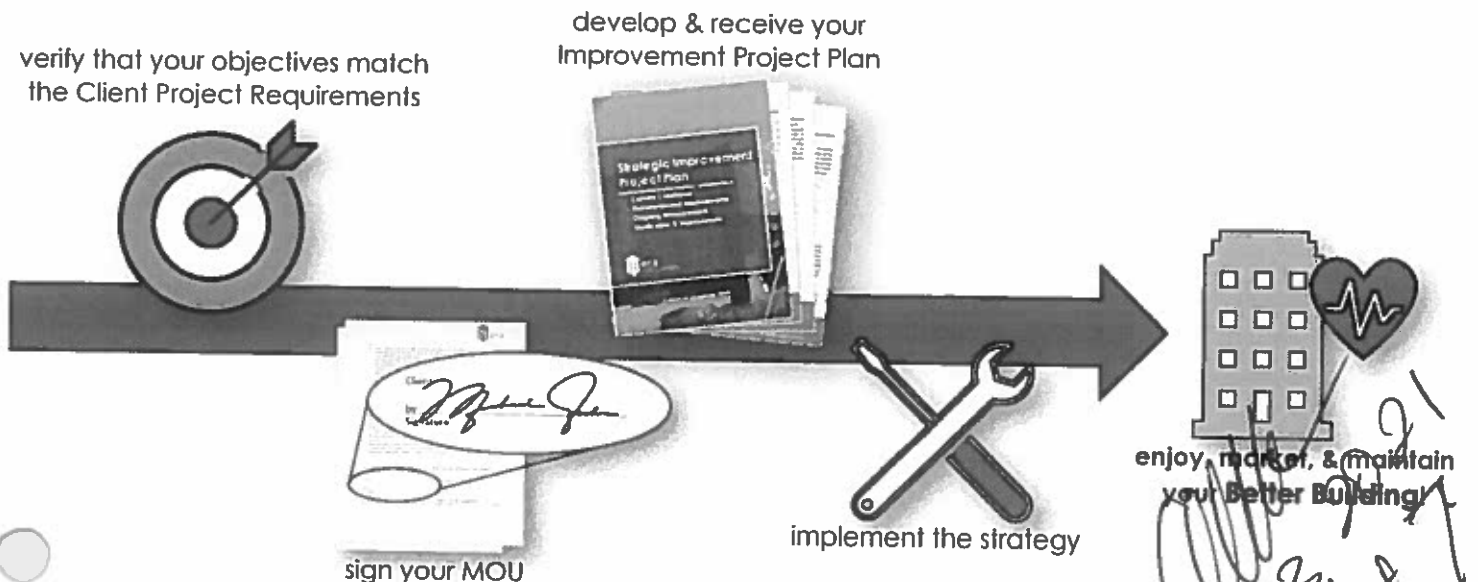


**The Waterford Condominium Objectives & Preliminary Recommendations**

Based on an initial building walkthrough performed on September 29, 2020, and multiple conversations with property representatives thereafter, including but not limited to that of primary Goal-Setting & Next Steps on February 22, 2021, Era understands the goals of the Waterford fall into the categories of sustainability, operations, and resident-facing improvement.

In our development herein, era will work with The Waterford to create a tailor-made plan specifically targeting Efficiency, Generation, & Improvement objectives provided [see "Client Project Requirements"].

**Next Steps**



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 2/21/21  
 P 4 of 1

## Development Plan

### Hold Initial Kick-Off Meeting

Era will host an initial kickoff meeting (in-person or online as safe and prudent per Era and Waterford Condominium's mutual discretion) to...

- Introduce the Waterford and Era Building Solutions Teams
- Confirm objectives, building requirements, rules, restrictions, and any special considerations for the property
- Discuss the process and set expectations
- Preface access & documentation requirements



### Gather Support Documentation

As needed to meet/exceed the Client Project Requirements, Era will team with client personnel to identify and compile the necessary support information/documentation as needed to create an effective Project Plan/Strategy. This will likely include...



- Conversations with Waterford personnel
- Copies of existing Maintenance Procedures and/or Contracts (if outsourced)
- Building Automation System Access/Log-In Credentials (as applicable)
- Existing Building Drawings (as available)
- Original and/or Latest Testing and Balancing and Electrical Distribution Reports (as/if available)
- Equipment and/or Space Access (as/if required)

### Perform Investigation

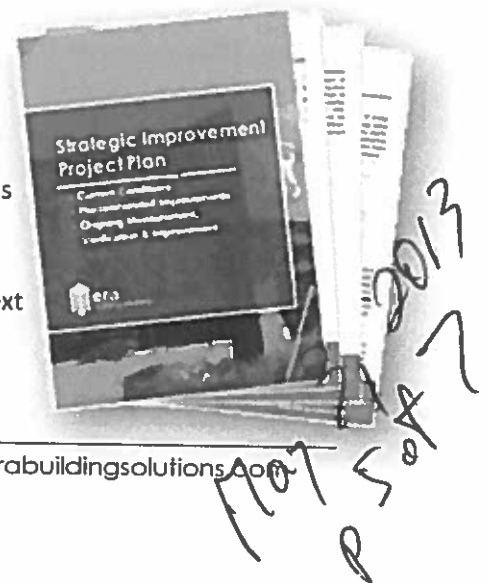
As required to meet Client Project Requirements: Era will perform a review of all gathered information, including energy- and electrical- investigation into current system conditions. Era will also perform initial calculations\* as required to effectively vet potential efficiency, operational, and energy storage, & general improvement projects as needed to recommend equipment and scope the targeted project.

\*Note: Detailed Mechanical/Electrical Engineering or Design Services not included.

### Provide Final Improvement Project Plan

Upon completion of Development, Era will provide...

- An Improvement Project Plan specifically tailored to the Waterford's specific objectives.
- Turnkey Performance Proposal.
- Final Review Meeting to discuss findings, recommendations, and next steps to a better, more efficient building.





March 1, 2021

21030104EB

### Memorandum of Understanding

This Memorandum of Understanding (MOU) is between The Waterford Condominium (Client) and era building solutions LLC. (Developer).

#### Client Project Requirements (Minimum Project Criteria)

The Waterford Condominium wishes to create and execute an efficiency Improvement Project Plan for the property which improves efficiency, replaces aging infrastructure, and considers the incorporation of advanced technologies for enhanced building resiliency & marketability.

The following items are not required to be included in the final Project, but must be incorporated into initial study and preliminary feasibility analysis for Client consideration...

- Distributed Generation, including Solar Photovoltaic and/or Combined Heat and Power
- High Efficiency and/or Green Roofing
- Onsite Energy (thermal or electrical) Storage
- Electrical Distribution alterations to enhance powered systems in the event of grid outages

The Final Project shall include—at a minimum—the replacement of...

- major mechanical equipment and generation equipment reaching the end of useful life within the next 5 years
- any remaining non-LED common area lighting

After deduction of code-minimum replacement cost, any additional Project expense based on energy efficiency returns must result in...

- EITHER Non-Financed: A Simple Payback of 8 years or less OR meet Special Community Objectives as provided by Client personnel. To be calculated as-follows...  
( [Project Cost] - [Code-Minimum Replacement Cost] - [Grants & Utility Incentives] ) / ( Annual Energy Savings ) = Simple Payback
- OR Financed: A Net Payment after Savings (annual) less than or equal to zero OR meet Special Community Objectives as provided by Client personnel. To be calculated as-follows...  
( Annual Payment including interest for ( [High Efficiency Project Cost] - [Code-Minimum Replacement Project Cost] - [Grants & Utility Incentives] ) ) - [Annual Energy Savings] = Net Payment after Savings

**Development Fee: \$36,760.00**

*Note: Development Fee to be waived upon client approval to proceed with project within specified approval period per the Agreement.*

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representative in accordance with the Recitals & Agreement as of the date first written below.

The Waterford Condominium

era building solutions

by   
Signature

by \_\_\_\_\_  
Signature

Alan Behr President of Board of Directors, May 3, 2021  
Name, Title Date

Mike C. Cain, Managing Director  
Name, Title Date

[See following page for Recitals & Agreement]

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3/1/2021  
1107 p 6 of 7



March 1, 2021

21030104EB

**Recitals**

1. Developer is in the business of developing and implementing infrastructure projects and building technologies which include turnkey energy efficiency and air quality improvements.
2. Client desires to identify and perform a Project meeting the Improvement Criteria outlined herein.
3. Developer and Client desire to partner to identify and execute said Project as an owner/manager (Client) and contractor (Developer).
4. Now, therefore, in consideration of the mutual understandings and agreements set forth herein, the parties hereby agree as follows:

**Agreement**

1. Development of Project: Client and Developer will work together to develop an Improvement Project (Project) on or near the Client's premise owned or controlled by the Client.
2. In general terms: Developer will start a feasibility study and engineering analysis including an initial building system assessment, design, and remote-enabled controls review for the Project as possible. The Client will provide utility histories, specific Improvement Project concerns, site access, remote access to the building automation or controls system (as required), permitting & application assistance, and other utility services as required to successfully develop and implement the Project. Developer will also dedicate resources to work with public and private utilities, energy efficiency program representatives, governmental and quasi-governmental entities, and others as required for the development of the Project.
3. Grants, Rebates, and Incentives: Client and Developer will explore ways to work together to secure and apply for various Grants, rebates, or incentives, as applicable.
4. Payment and cost sharing: The Development Fee is the fee for the initial study and plan development. Upon completion of Project development, Developer will present to the Client the final Improvement Project Plan meeting the Minimum Project Criteria. Should no Project be able to be developed meeting the Minimum Project Criteria, the fee will be waived and no payment shall be required of Client to Developer. Should Developer successfully identify a final Project meeting the Minimum Project Criteria, but Client does not approve the execution of the project within thirty (30) days of the Project proposal date, Client shall immediately render payment to Developer for the Development Fee in full.
5. Confidentiality: The parties acknowledge that, in the course of their negotiations under this MOU, it may be necessary for one party to provide documentation, technical and business information and/or intellectual property, in whatever form recorded, to the other party and labeled "Confidential". All Confidential Information provided or disclosed by either party hereunder shall remain the property of the furnishing party. It is understood that all communications containing Project, incentive, grant, finance, or other guidance including but not limited to the final Project proposal and scope of work shall remain the Confidential and proprietary intellectual property of Developer until approvals are received from Client to proceed with the identified Project or Development Fee is paid, whichever occurs first.
6. Term and Termination: This MOU shall become effective on the date first set forth below and shall terminate upon the earliest to occur of the following: (a) the execution by the parties of one or more definitive agreements with respect to the subject matter of this MOU; or (b) 18 months from the date hereof. An extension is possible upon written mutual agreement.
7. Non-Binding Effect: This MOU is intended to serve as a general basis for finalizing plan and project creation as needed for Developer to provide pricing to Client and enter into more definitive agreements between the Client and Developer with respect to the matters referenced herein. This MOU does not contain all the detailed provisions to be incorporated in any such definitive agreement(s), but does reflect the current mutual intentions of the parties. With the exception of Paragraphs 4, 5, and 6 hereof, which are intended to be binding upon the parties, neither the Client nor Developer shall have any legal obligation under or by virtue of this MOU, including any obligation to enter into any definitive agreement or other contract, to provide any services, to disclose any information, to make any investment or pay any consideration or compensation, whether or not expressly described herein; provided that the parties agree to cooperate in good faith along the lines described in this MOU.

Handwritten signature and date: *Mar 21 2021*

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Customer: COUNCIL OF CO-OWNERS OF THE WATERFORD CONDOMINIUM INC  
 Effective Date: 07/19/2022  
 Agreement #: E1F0S8T7,1  
 PR #: E1F0S8T7,1

Exhibit 1: Facilities and Accounts

Product Code: FP01-CP02D-CP02F-CA01  
 Product: Fixed Price RTC

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	3414 MORNINGWOOD DR	GLENVIEW, MD 20832-0932	UNKNO MIN	PEPCO	PEPCOMD	0550243435057001782366	MMGTL2T0	11/01/2022	10/31/2025

*3333* *Uauers 317 5110 W. Kensington MD 20705*  
 Contract Price (S/KVh): 0.10656

*Service address*



**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

Customer: COUNCIL OF CO-OWNERS OF THE WATERFORD  
 CONDOMINIUM INC  
 Effective Date: 07/19/2022  
 Agreement #: E1F0S8T7,1  
 PR #: E1F0S8T7,1

**Exhibit 2: Monthly Anticipated Consumption (in MWh)**

Delivery Point: PEPCOMD

Month	Year	MWh
Nov	2022	96.17
Dec	2022	100.31
Jan	2023	107.49
Feb	2023	99.20
Mar	2023	99.88
Apr	2023	91.04
May	2023	107.55
Jun	2023	139.16
Jul	2023	161.04
Aug	2023	162.00
Sep	2023	132.43
Oct	2023	107.99
Nov	2023	96.17
Dec	2023	100.31
Jan	2024	107.49
Feb	2024	99.20
Mar	2024	99.88
Apr	2024	91.04
May	2024	107.55
Jun	2024	139.16
Jul	2024	161.04
Aug	2024	162.00
Sep	2024	132.43
Oct	2024	107.99
Nov	2024	96.17
Dec	2024	100.31
Jan	2025	107.49
Feb	2025	99.20
Mar	2025	99.88
Apr	2025	91.04
May	2025	107.55

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

Customer: **COUNCIL OF CO-OWNERS OF THE WATERFORD CONDOMINIUM INC**  
Effective Date: **07/19/2022**  
Agreement #: **E1F0S8T7,1**  
PR #: **E1F0S8T7,1**

Delivery Point: **PEPCOMD**

Jun	2025	139.16
Jul	2025	161.04
Aug	2025	162.00
Sep	2025	132.43
Oct	2025	107.99

**ACKNOWLEDGMENT:**

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

Signature: *Dan Lowery for Waterford*

Print Name: *Dan Lowery*

Customer, please check this box if your accounts are tax exempt. If tax exempt, please send your tax exemption certificates to [custserv@ma.engage.com](mailto:custserv@ma.engage.com). We cannot apply the tax exemption until we receive your certificates.

## MARYLAND ELECTRIC ENERGY AGREEMENT COMMERCIAL SERVICE - FIXED PRICE

This Electric Energy Agreement (the "Agreement") is effective the 19th day of July 2022 (the "Effective Date") between ENGIE Resources LLC ("ENGIE") and COUNCIL OF CO-OWNERS OF THE WATERFORD CONDOMINIUM INC ("Customer").

### SECTION 1. TRANSACTION TERMS AND CONDITIONS

- 1.1 Purchase and Sale. ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service. Customer's consumption is variable and not subject to a maximum or minimum usage limit, however Customer may not close a facility or service location or otherwise discontinue electric service prior to the End Date.
- 1.2 Term. Service shall commence on the first available Utility Transfer Date on or following the Start Date as specified in Attachment A, Exhibit 1. Service shall remain through the first available Utility Transfer Date following the End Date. Customer's options for service beyond the End Date are: i) executing a new agreement with ENGIE, ii) transferring to another supplier, or iii) providing a written request to ENGIE to transfer service to the default service provider. In the event Customer does not exercise an option prior to the End Date, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability. The Utility Transfer Date is the date which the utility permits ENGIE to commence or discontinue Customer's service. ENGIE is not responsible or liable for any loss, cost, charge, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands third parties are, in part, responsible for enrollment timeliness. Customer may request ENGIE offer a "blend and extend" agreement for Customer to benefit from lower rates in exchange for a Term extension.
- 1.3 Billing and Payment. For each Billing Cycle, ENGIE will deliver to Customer an invoice of charges due for the preceding Billing Cycle. ENGIE may use estimated data subject to reconciliation upon receipt of final data. Payment shall be by check or electronic funds transfer (EFT) within 20 days after the date of invoice. For ETF, Customer shall provide account information and authorize ENGIE to collect payment by automatic draft from Customer's bank account. Overdue payments will accrue interest at the interest rate of 1 ½% per month from the due date to the date of payment. ENGIE may report payment history to credit agencies. If an invoice is disputed in good faith, the entire invoice shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by ENGIE. An invoice dispute is waived unless raised within 24 months after the invoice is rendered or an adjustment is made. ENGIE may sell its receivables to the utility pursuant to its purchase of receivables ("POR") program; the terms and conditions of the POR program shall control. When available, ENGIE will use utility consolidated billing (a single bill containing ENGIE and Utility Related Charges).
- 1.4 Contract Price. Customer shall pay the Contract Price per kWh of electric energy consumed in a Billing Cycle. It may include a broker fee and includes non-utility charges including energy, ancillary services, congestion, capacity, losses, and current network integrated transmission and transmission enhancement charges (provided that changes to rate effective after contract execution may be passed through to Customer). It does not include Taxes, Utility Related Charges, or Reliability Must Run charges. Installed (or unforced) capacity pricing may be adjusted by the final net load clearing price for periods outside the PJM RPM Base Residual Auction rates cleared as of the contract date. Offshore Wind Renewable Energy Credits. Contract Price does not include costs for compliance with Offshore Wind Renewable Energy Credits (ORECs) as prescribed by the Offshore Wind Act of 2013 and the Clean Energy Jobs Act (Senate Bill 5116). When implemented, such costs will be charged to Customer by ENGIE.
- 1.5 Conditions to Transact. Service may be conditioned upon a credit screen by ENGIE; a review of Customer's recent invoices; verification of a satisfactory credit score; or the requirement that Customer provide credit support such as cash deposit, letter of credit or alternate means of bill payment. Customer consents to the recording of a transaction validation telephone call.
- 1.6 Addition or Deletion of Facilities. Customer may request to add facilities at the Contract Price, or to delete facilities without penalty, up to the point at which consumption volumes, net of all additions or deletions, is not more than 20% above or below Customer's initial monthly anticipated consumption by zone (the "Add/Delete Band"). Facility addition(s) in excess of the Add/Delete Band may be, at ENGIE's discretion, added at the Contract Price. If not, Customer and ENGIE may agree to a price for the additional volumes. Facility deletion(s) in excess of the Add/Delete Band may be, at ENGIE's discretion, deleted without penalty. If ENGIE does not delete such facility(ies) without penalty, Customer shall pay ENGIE an early Termination Payment within 20 days of notice. The timing of completion for any addition/deletion shall be determined by enrollment/drop rules for the applicable market.

### SECTION 2. GENERAL TERMS AND CONDITIONS

- 2.1 Notices. Notices, correspondence, and address changes (to the contact specified in Section 4) shall be in writing and delivered by post or email and deemed received on the date transmitted or delivered (after business hours received on next Business Day) and notice by overnight mail or courier deemed received 2 Business Days after it was sent.
- 2.2 Taxes and Title. Taxes shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by a governmental authority. Customer will be responsible for, pay, and indemnify ENGIE for all Taxes hereunder, whether imposed on Customer or ENGIE. ENGIE may collect such Taxes from Customer by increasing ENGIE charges for the amount of such Taxes. Title, liability and risk of loss shall pass from ENGIE to Customer at the delivery point.
- 2.3 Credit. If ENGIE has reasonable grounds to believe Customer's creditworthiness or performance under this Agreement has or may become unsatisfactory, ENGIE shall provide Customer with written notice requesting a deposit equal to 3 times the average amount invoiced by Billing Cycle. Upon receipt of notice, Customer shall have 3 Business Days to provide the deposit to ENGIE.
- 2.4 Force Majeure. "Force Majeure" shall mean an event beyond the control of a Party. If either Party is rendered unable by Force Majeure to fulfill obligations, such Party shall give notice and details to the other Party. During a Force Majeure, the obligations of the Parties (other than payments) will be suspended. The Party claiming Force Majeure will make reasonable attempts to remedy the effects and

continue performance; This provision shall not be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at other than the delivery point(s). Force Majeure shall not include a decision to shut down, sell, relocate or economic loss.

- 2.5 **Early Termination / Cancellation.** If Customer cancels this Agreement prior to the Start Date, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider during the Transaction Term, Customer will be charged an Early Termination Fee equal to the Contract Price less the Current Market Price multiplied by the amount of electric energy supply Customer failed to consume calculated based on historical usage. The Current Market Price is the wholesale price of energy as determined by ENGIE in a commercially reasonable manner. ENGIE may terminate this Agreement if Customer's utility/distribution company removes Customer from the consolidated billing program and requires that ENGIE bill Customer separately for energy supply; or Customer fails to make any payment or deposit when due; or Customer has filed a petition or otherwise commences a proceeding under a bankruptcy law. If ENGIE terminates this Agreement for one of the reasons set forth, Customer will be charged an Early Termination Fee and remain obligated to pay for all electricity received and any interest, fees and penalties incurred by ENGIE. The Early Termination Fee shall be due within 15 Business Days of written notice to Customer.
- 2.6 **Limitation of Liability.** For breach of any provision, the liability of the defaulting party is limited as set forth and all other damages or remedies are waived. If no remedy is set forth, the liability of the defaulting party is limited to direct actual damages and all other damages are waived. In no event shall either party be liable for or entitled to consequential, punitive, or indirect damages.
- 2.7 **Indemnification.** Except as limited by 2.6, each Party shall indemnify, defend and hold the other harmless from claims, demands and causes of action asserted by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided herein.
- 2.8 **Representations and Warranties.** Each Party represents and warrants that: (a) it is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business; (b) it has regulatory authorizations, permits and licenses necessary to legally perform all obligations; (c) the execution, delivery and performance of this Agreement are within its powers; (d) this Agreement constitutes a legally valid and binding obligation enforceable in accordance with its terms; (e) it is not Bankrupt and there are no reorganization, receivership or other proceedings pending or threatened against it; and (f) it has read this Agreement and fully understands all rights and obligations. Customer further represents that no facility listed on Attachment A, Exhibit 1 is for a residence. ENGIE makes NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.
- 2.9 **Assignment.** Neither Party will assign this Agreement without written consent of the other Party, however, the transfer by ENGIE of account receivables shall not require Customer consent. Consent shall not be unreasonably withheld.
- 2.10 **Change in Law.** If there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any costs relating to the provision of services herein, such costs shall be passed through to Customer.
- 2.11 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas, without regard to any conflicts of law principal. Each party consents to the personal jurisdiction in Harris County, Texas and waives any right to trial by jury.
- 2.12 **Misc.** No modification to this Agreement will be enforceable unless in writing and executed by both Parties. If any provision of this Agreement is unenforceable, the other provisions shall remain enforceable. Indemnity obligations will survive termination. In any action to collect amounts due, prevailing Party shall be entitled to recover costs, expenses, and reasonable attorneys' fees.
- 2.13 **Consumer Protection Regulations.** Customer hereby waives any and all customer protection rules or regulations as established by the Maryland Public Service Commission.

**SECTION 3. DEFINITIONS**

**Billing Cycle** means, for each account, the period between meter read dates rendered either by ENGIE or the applicable utility.  
**Business Day** means any day except a Saturday, Sunday, or a Federal Bank holiday, 8:00 a.m.-5:00 p.m. for the relevant Party's principal place of business. The relevant Party shall be the Party to whom the notice or payment is being sent/received by.  
**Firm Full Requirements Service** means that either Party shall only be relieved of its obligations hereunder without liability to the extent that, and for the period during which performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.  
**Utility Related Charges** means charges by a utility from transmission and distribution (including network transmission); stranded costs or transition costs; system reliability, rate recovery, under-collections, amortization, and market purchases or energy load repurchases.

**SECTION 4. NOTICES**

CUSTOMER INFORMATION	BUSINESS CONTACT	BILLING CONTACT
Name and Title	Dan LAWERY	Shane
Address	3414 Morning Wood Drive	
City, State, Zip	OLNEY MD 20932	
Phone Number	301-924-7355	
Email Address	Dlawery@Cousource.com	
Federal Tax ID Number ((EIN)	52-1015272	
DUNS No.		

ENGIE RESOURCES	PAYMENT INFORMATION	
1360 Post Oak Blvd, Suite 400 Houston, Texas 77056 1-866-MYENGIE care@engieresources.com	<u>Mailing Address:</u> Engie Resources LLC PO Box 841680 Dallas, Texas 75284-1680 <u>Electronic Payments:</u> Merrill Lynch Dallas ACH Routing: 111000012 Wire ABA: 026009593 Account No.: 4451335207	<u>Overnight Mailing Address:</u> Engie Resources LLC Bank of America Lockbox Services - Lockbox 841680 1950 N Stemmons Freeway - Suite 5010 Dallas, Texas 75207 <u>Self-service billing online:</u> MyEngiePortal <a href="https://accounts.engieresources.com">https://accounts.engieresources.com</a>

Check here if accounts are tax exempt and send certificates to care@engieresources.com. No exemption is applied until receipt of tax certificates.

Customer agrees to the Agreement and verifies the facility(ies) is/are owned by or under Customer's control and Customer has authority to enter into this Agreement. **THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY BOTH PARTIES.**

Customer: COUNCIL OF CO-OWNERS OF THE WATERFORD CONDOMINIUM INC	ENGIE Resources LLC
Signature: <i>[Handwritten Signature]</i>	Signature: <i>[Handwritten Signature]</i>
Print Name: <i>Don Lowrey</i>	Print Name: Jay Bell
Print Title: <i>Property Manager</i>	Print Title: Vice President of Sales
Date: <i>7/20/22</i>	Date: 7/27/2022