ENERGY SERVICES CONTRACT

This Energy Services Contract ("Contract") is made and entered into as of _____/2024 ("Effective Date"), between Syserco Energy Solutions, Inc., a California company ("Energy Services Contractor"), having its principal offices at 215 Fourier Ave. Suite 140, Fremont, CA 94539, and City of Fort Bragg, having its principal office at 416 N Franklin St, Fort Bragg, CA 95437 ("Customer"), who are collectively referred to as the "Parties", or individually as a "Party".

WHEREAS, Energy Services Contractor is a company with experience and technical and management capabilities to provide for the discovery, engineering, procurement, installation, financing, maintenance and monitoring of energy saving measures, solar power generation measures, and/or operations and maintenance cost reductions at facilities similar to Customer's facilities:

WHEREAS, Energy Services Contractor has prepared a project proposal in the form of an Energy Services, ("**Proposal**") for Customer; and

WHEREAS, Customer desires for Energy Services Contractor to perform certain work as identified in this Contract, and Energy Services Contractor desires to perform such work;

WHEREAS, if Customer is a public entity, this Contract is procured pursuant to the following procurement statute or other authority: CA Legislative Government Code 4217. Energy Services Contractor enters into this Contract in reliance on Customer's representations concerning the appropriateness and validity of the procurement mechanism(s) under which this contract is procured. Customer as a fiduciary acknowledges such reliance by Energy Services Contractor.

NOW THEREFORE, the parties agree as follows:

1. Contacts. As of the Effective Date, and subject to change from time to time, the following persons are the primary representatives of each party as related to execution of this project:

For Energy Services Contractor:

Name: Scott Meinzen Title: General Manager

Address: 215 Fourier Ave., Suite 140, Fremont, CA 94539

Telephone: 510-737-1583

Email: s.meinzen@syserco-es.com

For Customer:

Name:
Title:
Address:
Telephone:
Email:

- **2. Scope of Work.** Energy Services Contractor agrees to perform the design and/or construction work set forth in the proposal described as Energy Services Proposal ("**Work**") and attached hereto as Exhibit A. Customer agrees to take all actions identified in this Contract that are necessary to achieve the project benefits identified. Energy Services Contractor will provide all labor, materials, equipment, and supervision, including subcontractors, necessary to perform the Work.
- **3. Compensation**. Customer shall pay Energy Services Contractor Seven Million, Five Hundred One Thousand, Two Hundred Twenty-Four Dollars and Zero Cents (\$7,501,224.00) ("Price") as compensation for

Energy Services Contractor's performance of the Work and Services as provided herein. Customer shall pay Energy Services Contractor in accordance with the Schedule of Values that shall be reviewed and approved by Customer prior to beginning the Work.. In accordance with CA CC § 3260.1Customer shall pay Energy Services Contractor within thirty (30) days of receiving an invoice. Energy Services Contractor will be entitled to interest at the rate allowed by law on all sums overdue and unpaid from the date due. Additional project financial information including total compensation and payment terms is as set forth in the Proposal, or other attached exhibits, as applicable.

- **4. Time**. The Work to be performed under this Contract shall begin within 30 days of the date of an Executed Contract or Notice to Proceed ("Commencement Date") and is anticipated to end by the earlier of the dates set forth in Section 4.a. or 4.b., below ("Time"). If the Work is divided into phases or individual projects, each phase or project will start in accordance with the Schedule of Performance included as part of this Contract. The Work shall be completed by the date that is the earlier of:
 - a. The date on which Energy Services Contractor is substantially complete with the Work. Substantial completion means that Energy Services Contractor has performed enough of the Work so that Customer may use the Work for its intended purpose or realize an intended benefit from the Work. If the Work is divided into phases or individual projects for which individual prices have been negotiated ("Phase"), then substantial completion dates shall apply to each phase or individual project as indicated in this Contract. Substantial completion should be demonstrated via execution by Customer of a certificate of substantial completion.
 - **b.** (_____) days after the Commencement Date, subject to equitable extensions of Time, or pursuant to this Contract. [see schedule of performance]
- 5. Permits, Approvals, Taxes. Unless obtained by Customer or otherwise specified in this Contract, Energy Services Contractor shall obtain all permits, licenses, and inspections that are required for the Work. Customer shall be responsible for securing all other necessary approvals, easements, zoning changes, or similar entitlements. An equitable adjustment in the Time and Price of the Contract shall be made to account for any time Customer spends securing any of these items after the Commencement Date, and reasonable costs incurred by Energy Services Contractor as a result. Customer shall pay all taxes associated with the Work including, sales, use, real estate, and personal property taxes.
- **6. Safety.** Energy Services Contractor shall be responsible for initiating, maintaining, and supervising safe performance of the Work. Energy Services Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property.
- 7. Cleanup. Energy Services Contractor shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work. Upon completion of the Work, Energy Services Contractor shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.
- **8. Subcontractors**. Energy Services Contractor may hire subcontractors to perform any portion of the Work or Services under this Contract. Energy Services Contractor is entirely and ultimately responsible for compliance with the provisions of this Contract and for any part of work that is performed by a subcontractor.
- **9. Borrowed Equipment**. If requested by Energy Services Contractor and if permitted by Customer's representative, Energy Services Contractor may use Customer's equipment in performing the Work or Services. Energy Services Contractor assumes full and complete responsibility for the use of the equipment, will ensure that only a competent operator will be permitted to use the equipment and only after fully inspecting the equipment, shall not modify the equipment, shall be solely responsible for all claims, demands, lawsuits, losses, expenses and/or liabilities that arise from its use of the equipment to the extent of Energy Services Contractor's negligence, and agrees that Customer makes no representation or warranty regarding the condition or suitability of equipment

for any intended use.

10. Insurance. Prior to commencing Work, Energy Services Contractor shall provide to Customer a certificate of insurance. Energy Services Contractor shall maintain such insurance in full force and effect at all times until the Work has been completed, in the following minimum amounts:

Type of Insurance	Coverage
General Liability	\$2,000,000 General Aggregate / \$1,000,000 Each Occurrence
Automobile Liability	\$1,000,000 Combined Single Limit
Workers Compensation	Statutory

All deductibles or self-insured retentions (SIR) related to the above insurance requirements, regardless of size, will remain the responsibility of Energy Services Contractor, however, Customer, at its option, may pay in full any self-insured retention. Energy Services Contractor shall make Customer an Additional Insured on all policies for the duration of the construction activities.

- 11. Bonds. If required by Customer and not included in the Proposal, Energy Services Contractor shall furnish a performance bond and/or a payment bond, in an amount equal to the construction cost of the Work, and such cost shall be paid by Customer in addition to the Price. The performance bond shall cover completion of the physical work per the approved design. The bonds shall not guarantee or warranty the efficiency or performance of any aspect of the Work or Services, and shall not cover any obligation of Energy Services Contractor to ensure that the Work as constructed, or Services, will result in any particular level of energy savings. Any suit on the Bonds must be brought within the period of one (1) year after substantial completion; provided, however, that if this suit limitation is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable. Energy Services Contractor may furnish a retention bond in lieu of retainage held on respective monthly invoices.
- 12. Hazardous Materials. The Work and Services expressly exclude any work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances, including but not limited to asbestos, lead, or PCBs. As of the Effective Date, Customer represents that, to the best of its knowledge, there is no hazardous material on the premises that may in any way relate to the Work or affect Energy Services Contractor's ability to deliver the Work or Services. Prior to the Commencement Date, Customer shall provide to Energy Services Contractor a comprehensive good faith survey that at a minimum complies with applicable regulatory requirements, and identifies all actual or suspected hazardous materials, quantities, and specific locations of such materials on the premises. Failure to provide such good faith survey timely [add to schedule of performance] shall result in an equitable adjustment to time. If Energy Services Contractor becomes aware of or suspects the presence of hazardous materials on the premises during the Work or Services, Energy Services Contractor shall notify Customer, Customer shall investigate and correct the suspected hazardous materials in accordance with all applicable laws, Energy Services Contractor shall have the right to stop work in the affected area until the suspected hazardous materials are investigated and remediated by Customer, and the Time and Price shall be equitably adjusted relative to the duration of Customer's investigation and remediation of the suspected hazardous materials.
- 13. Delays. If Energy Services Contractor is delayed in the commencement or completion of the Work or Services by causes beyond its control, including but not limited to fire, flood, theft, vandalism, labor disputes, abnormal adverse weather conditions, acts of God, acts of the public enemy, riot, war, unavailability of equipment or supplies, or supply chain delays caused by any of the foregoing, then Energy Services Contractor shall provide written notice to the Customer of the existence, extent of, and reason for such delays, and an equitable adjustment in the Time of the Contract shall be made as a result. If a delay is attributable to failure by Customer to perform its obligations under the Contract or failure to cooperate with Energy Services Contractor in the timely completion of the Work, an equitable adjustment to Time and Price shall be made as a result.

- **14. Certificate of Substantial Completion.** Upon Substantial Completion of any Phase of the Work, Customer shall execute a certificate of substantial completion acknowledging:
 - **a.** The portion of the Work substantially completed, and the date of substantial completion.
 - **b.** Receipt of any manuals and training provided by Energy Services Contractor under this Contract.
 - **c.** Any warranty start date and warranty period.
 - **d.** A punchlist of items remaining to be completed by Energy Services Contractor.

Timing of Substantial Completion does not depend on Customer's timely executing a certificate of substantial completion.

- **15. Customer Use.** Upon substantial completion or start of beneficial use, whichever occurs first, Customer is responsible for use, operation, and maintenance of all aspects of the Work and Services, except as incomplete Work or punchlist items remain to be completed. Energy Services Contractor shall not be responsible for improper use, operation, or maintenance of any aspect of the Work or Services by Customer or others at any time.
- 16. Warranty. Energy Services Contractor warrants that the Work will be of good quality and new; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform to this Contract. Energy Services Contractor warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the date of Substantial Completion. This warranty does not cover any improper use, operation, or maintenance of any aspect of the Work, or if the Work has been abused, altered, or repaired by the Customer or third parties without supervision by or prior written approval from Energy Services Contractor, or if serial numbers or warranty date decals have been removed or altered. Customer must report any warranty claims to Energy Services Contractor in writing Failure by Customer to notify Energy Services Contractor of the need for warranty service within fifteen (15) days of discovery of a warranty claim will void this warranty. Additionally, Customer shall not hire or direct others to repair any warranty item without Energy Services Contractor's written consent. Customer's repair of any warranty item without the written consent of Energy Services Contractor shall void this warranty with respect to such item, and the cost of such repair shall not be reimbursable to Customer by Energy Services Contractor. THE WARRANTIES CONTAINED IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.
- 17. Indemnity. Each Party ("Indemnitor") shall indemnify and hold harmless the other Party and its directors, officers, agents and employees against loss, liability, damage, and expense including attorneys' fees awarded by a court of competent jurisdiction, for third party claims for injury or death to persons or damage to property, caused by the negligent conduct of the Indemnitor in connection with the work, but only to the extent of the Indemnitor's negligence.
- 18. Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR SIMILAR DAMAGES OR LOSSES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR RELATING TO THIS CONTRACT, WHETHER BASED IN CONTRACT OR TORT OR ANY OTHER THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 19. Force Majeure. Energy Services Contractor shall not be liable to Customer for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control of Energy Services Contractor. Such conditions include, but are not limited to fire, flood, theft, vandalism, labor disputes, abnormal adverse weather conditions, acts of God, acts of the public enemy, riot, war, unavailability of equipment or supplies, or supply chain delays caused by any of the foregoing.

- **20. Fire Safety and Security Equipment.** If this Contract covers fire safety or security equipment, Customer acknowledges that Energy Services Contractor is not an insurer regarding those services, and Energy Services Contractor shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to perform properly or fails to prevent a casualty loss.
- 21. Changes. The Work or Services may be changed pursuant to a written change order executed by an authorized Energy Services Contractor signer and Customer signer ("Change Order"). A Change Order is valid only to the extent that it changes the scope of Work or Services, Price, and/or Time. Any invalid portions of a Change Order shall be disregarded. The Parties contemplate that Change Orders may include scope changes such as installation of additional utility conservation measures, facility improvement measures, and operational efficiency improvements or the furnishing of additional services within the identified facilities, as well as other facilities owned or operated by Customer. Energy Services Contractor shall be entitled to a Change Order for additional or extra work or services provided by Energy Services Contractor to Customer at Customer's request, without regard to whether such request is verbal or in writing.
- 22. **Intellectual Property.** Plans, designs, specifications, drawings, materials, exhibits, reports, memoranda, studies, software code, electronic data, and other intellectual information and materials provided by Energy Services Contractor to Customer (collectively the "Intellectual Property") as part of the Work or Services are instruments of service owned by Energy Services Contractor and are not "work made for hire" as such term is defined under U.S. copyright law. If this Contract is performed to completion, then Energy Services Contractor grants to Customer a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of this Contract. The Intellectual Property shall not be used on other projects or for completion of the Work or Services by others, unless Energy Services Contractor is adjudged to be in material breach of this Contract, in which case Customer shall use the Intellectual Property at its sole risk, and shall hold Energy Services Contractor harmless from any and all errors or omissions in the Intellectual Property. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use of Intellectual Property and that Energy Services Contractor shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. If any bond is required in connection with such an action, the allegedly breaching party agrees that \$3,000 shall be a reasonable amount of such bond.

Energy Services Contractor and Customer recognize that the damages to be sustained by Energy Services Contractor in the event of improper use of Intellectual Property by Customer will be difficult if not impossible to ascertain. Consequently, Energy Services Contractor and Customer, after each having consulted with their respective legal counsel and being fully aware of their rights herein, do hereby agree that in the event that Customer breaches this Agreement with respect to use of Intellectual Property, Customer agrees to pay to Energy Services Contractor \$1,000.00 per day as liquidated damages for the period of three (3) years following the date of breach. Customer and Energy Services Contractor, after consulting with their respective legal counsel on their rights herein, do hereby agree and stipulate that the liquidated damages sum is a fair and reasonable estimate of the damages which Energy Services Contractor will sustain in the event Customer materially breaches this Agreement with respect to use of Intellectual Property, and that nothing herein shall be construed to be a penalty.

- **23. Termination**. This Contract may be terminated at any time as described below:
 - a. Termination for Cause. If Energy Services Contractor materially fails to perform under this Contract, Customer may notify Energy Services Contractor in writing of Customer's intent to terminate this Contract along with a description of the alleged failure. If Energy Services Contractor does not in good faith take reasonable steps to correct such failure within fifteen (15) days after receipt of such notice, Customer may terminate this Contract, and Energy Services Contractor shall be entitled to receive payment for all amounts earned prior to termination. If it is determined for any reason that termination was improper, the termination shall be treated as a termination for convenience.

- b. **Termination for Convenience.** Customer may terminate this Contract in whole or in part for any reason by providing written notice of termination to Energy Services Contractor and specifying the date on when the termination becomes effective. Upon receipt of such notice, Energy Services Contractor shall incur no further obligations in connection with the terminated work and will stop work to the extent specified. Energy Services Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Energy Services Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work, and Customer shall pay Energy Services Contractor for such expensees, demobilization costs incured by Energy Services Contractor due to the termination, overhead through the end of work performed due to termination of the Contract, Such amounts shall be paid by Customer to Energy Services Contractor within fifteen (15) days of Energy Services Contractor's delivery to Customer of a request for payment. In addition, Energy Services Contractor may terminate this Contract in whole or in part for any reason by providing written notice of termination to Customer and specifying when termination becomes effective. In such case, Energy Services Contractor shall refund to Customer all amounts prepaid by Customer and unearned by Energy Services Contractor as of the date of termination, and Customer shall have no payment obligation to Energy Services Contractor for unperformed Work.
- c. Unappropriated Public Funds. If Customer is a public entity that is prohibited by law from making fiscal commitments beyond the term of its current fiscal period, and does not currenty have funds set aside to pay for this Contract in future years, then Energy Services Contractor's compensation in future years is contingent upon the availability of appropriations in future years sufficient to pay for this Contract. Payments pursuant to this Contract shall be made only from funds appropriated or available, as of the Effective Date of this Contract, to pay for this Contract, and Customer's liability for payments shall be limited to the amount of appropriated or available funds as of the Effective Date of this Contract. If Customer funds are not appropriated or available to fund this Contract, then Customer may terminate this Contract without further obligation related to the non appropriated or unavilable funds.
- **24. Disputes**. The Parties agree that the following process will be used to resolve any dispute between them. All dispute resolution shall be conducted in good faith, shall be confidential, shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence, and shall be inadmissible in any litigation, or other judicial proceeding.
 - **a. Negotiations.** First, the Parties will attempt to negotiate a resolution.
 - **b. Mediation.** If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiations and the Parties have not mutually agreed to extend the negotiation period, then the Parties shall pursue mediation. In mediation, the Parties shall mutually select a mediator, the cost of the mediator and other administrative costs shall be shared equally by the Parties, and each Party shall be responsible for its own costs and expenses.
 - c. Arbitration. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, and the Parties have not mutually agreed to extend the mediation period, then either Party may pursue arbitration. The following rules shall apply to arbitration: The Parties shall mutually select an arbitrator. In the interest of fairness and to ensure that any arbitrator renders an award in accordance with California law, the Parties agree that the arbitrator shall not have the power to commit (a) errors of law or legal reasoning, (b) errors of fact, (c) errors with regard to mixed questions of law and fact; or to render an award: (d) not based on substantial evidence, (e) based on evidence not presented at the hearing, or (f) not in conformity

with the substantive and procedural law of the state of California. If the arbitrator exceeds any of the foregoing specific powers, the award may be vacated or corrected by filing a petition pursuant to the Act in the Superior Court in and for the county where the project is located. In reviewing the award, the Superior Court shall sit as if it were an appellate court, in all respects, including but not limited to the scope of review. The decision of the Superior Court is, itself, subject to review by the California appellate courts. The arbitrator shall hear and determine the matter, and shall execute and acknowledge the award in writing and cause a copy thereof to be delivered to each of the parties. The award shall include factual findings, conclusions of law, and the reasons on which the decision is based. The decision of the arbitrator shall be final, binding, and conclusive, except to the extent the decision may be submitted for judicial review as provided herein. The award of the arbitrator may be confirmed by the Superior Court in the county where the project is located, and such Court may vacate, modify, or correct the award in accordance with the prevailing sections of the Act and in accordance with the terms and conditions herein. The non-prevailing Party shall reimburse the prevailing Party for all of its reasonable attorneys' fees, costs, and expenses related to the arbitration, provided, however, that as a precondition to such award, the prevailing Party shall have participated in negotiations and mediation in good faith.

- **25. Notices.** All notices to Energy Services Contractor shall be written, shall be sent via certified mail or a national courier service or personally delivered, shall consist of one original to Attn: General Counsel, Energy Services Contractor, 215 Fourier Ave, Fremont, CA 94539, and one original to the primary Energy Services Contractor contact for the Work, and shall be deemed delivered when received by the General Counsel.
- 26. Non-Solicitation of Employees. Customer shall not, so long as Energy Services Contractor is engaged by Customer and for twelve (12) months after such engagement ends, directly or indirectly solicit or recruit any employee of Energy Services Contractor to leave his or her employment with Energy Services Contractor. This provision does not apply if the Energy Services Contractor employee approaches Customer of his or her own accord. Energy Services Contractor and Customer recognize that the damages to be sustained by Energy Services Contractor in the event of unauthorized hiring of an employee of Energy Services Contractor by Customer will be difficult if not impossible to ascertain. Consequently, Customer and Energy Services Contractor, after each having consulted with their respective legal counsel and being fully aware of their rights herein, do hereby agree that in the event that Customer causes Energy Services Contractor to lose any Energy Services Contractor employee, Customer agrees to pay to Energy Services Contractor an amount equivalent to the total prior twelve (12) months' compensation, including but not limited to salary, bonuses, and benefits, of the Energy Services Contractor employee lost due to the unauthorized conduct of Customer. Company and Energy Services Contractor, after consulting with their respective legal counsel on their rights herein, do hereby agree and stipulate that the liquidated damages sum is a fair and reasonable estimate of the damages which Energy Services Contractor will sustain in the event Company materially breaches this Agreement as referenced above, and that nothing herein shall be construed to be a penalty.
- **27. Choice of Law/Venue.** This Agreement shall be governed and construed under the laws of the State of California, notwithstanding any choice of law provision whether statutory, common law, or contractual. The Parties consent to exclusive jurisdiction and venue in the state courts of California. Energy Services Consultant and Customer waive all defenses of lack of personal jurisdiction and forum non conveniens.
- **28. Assignment**. Neither Party may assign or transfer its rights and/or obligations under this Contract without the prior written consent of the other Party which shall not be unreasonably withheld, unless the assignment is to an affiliate of the Party.
- **29. No Waiver**. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver

of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

- **30. No Third Party Beneficiaries.** There are no third party beneficiaries under this Contract or any portion thereof.
- 31. Severability, Survival. If any portion of this Contract shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the Contract shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.
- 32. Tax Benefits. Unless otherwise specified in this Contract, Energy Services Contractor is solely entitled to claim tax benefits available under section 179D of the Internal Revenue Code (EPAct), or its successor.
- Waiver of Subrogation. The Parties waive all rights against each other and their directors, officers, 33. agents, and employees, and other contractors, for damages or losses to the extent covered by insurance.
- Amendment. This Contract may not be amended except pursuant to a written amendment signed by an 34. authorized signer of each Party.
- **Headings**. The headings of this Contract are for purposes of reference only and shall not limit or define the meaning of the provisions of this Contract.
- 36. Complete Agreement. This Contract, including the exhibits attached hereto, is a fully integrated agreement and contains the entire understanding between Energy Services Contractor and Customer with respect to the subject matter hereof. Any legal terms and conditions appearing in any attachment to this Contract shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing numbered paragraphs. All previous agreements between Energy Services Contractor and Customer as to the Work are superseded by this Contract.
- **Contract Documents.** By this reference, the following exhibits are attached hereto and made a part of 37. this Contract:

Exhibit A: Energy Services Proposal, dated (insert date)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date.

ENERGY SERVICES CONTRACTOR	CUSTOMER
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date Signed:	Date Signed: