

| <b>DOCKETED</b>         |   |
|-------------------------|---|
| <b>Docket Number:</b>   | 24-OPT-02   |
| <b>Project Title:</b>   | Compass Energy Storage Project  |
| <b>TN #:</b>            | 264767  |
| <b>Document Title:</b>  | Community Benefits Agreement between Compass Energy Storage LLC and Second Harvest Food Bank of Orange County |
| <b>Description:</b>     | N/A   |
| <b>Filer:</b>           | Erin Phillips   |
| <b>Organization:</b>    | Dudek   |
| <b>Submitter Role:</b>  | Applicant Consultant  |
| <b>Submission Date:</b> | 7/14/2025 9:36:42 AM  |
| <b>Docketed Date:</b>   | 7/14/2025   |

**COMMUNITY BENEFITS AGREEMENT BETWEEN  
COMPASS ENERGY STORAGE LLC AND  
SECOND HARVEST FOOD BANK OF ORANGE COUNTY**

This COMMUNITY BENEFITS AGREEMENT ("Agreement") is made and entered into as of June 25, 2025, by and between COMPASS ENERGY STORAGE LLC, Delaware limited liability company ("Compass"), 1360 Post Oak Blvd, Suite 400, Houston, TX 77056, and Second Harvest Food Bank of Orange County ("SHFBOC"), 8014 Marine Way, Irvine, CA 92618-2235, a California non-profit public benefit corporation (Tax ID # 32-0362611). Compass and SHFBOC are herein referred to each as a "Party" or collectively as the "Parties." This Agreement is entered into with reference to the following recitals.

**RECITALS**

- A. Compass is developing the Compass Battery Energy Storage Project (the "Project") in San Juan Capistrano, County of Orange, California.
- B. The Project as proposed would construct and operate a battery energy storage system ("BESS") project with the capacity to store from and discharge to the grid up to 250 megawatts ("MW") and 1,000 megawatt hours ("MWh") of electricity.
- C. Energy storage projects, like the Project, have been identified as a critical component for California to meet its 2045 target of 100% greenhouse gas-neutral retail electricity by storing renewable energy during times of surplus and discharging that energy to the grid when it is needed.
- D. The Project has applied for Opt-In Certification by the California Energy Commission ("CEC") and will undergo an environmental analysis under the California Environmental Quality Act to analyze the Project's potential environmental impacts (collectively, the "Approvals").
- E. To satisfy the application requirements for Opt-In Certification by the CEC, Compass must enter into a donation agreement that benefits one or more community-based organizations where there is mutual benefit to the parties to the agreement. Compass therefore intends for this Agreement to satisfy its obligations under Public Resources Code Section 25545.10(a).
- F. SHFBOC is a Section 501(c)(3) non-profit public benefit corporation that aims to provide critical food supply for underserved and low income residents in Laguna Niguel, San Juan Capistrano, as well as many other adjacent communities of Southern Orange County.
- G. In light of the foregoing, Compass desires to make multiple contributions to SHFBOC, and SHFBOC desires to accept said contributions, in the total amount of \$500,000.00 for the direct benefit of the people of Orange County in accordance with the terms and conditions agreed to below.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Parties, and for other good and valuable consideration, Compass and SHFBOC agree as follows:

## **AGREEMENT**

### **1. CONDITIONS PRECEDENT**

This Agreement is conditioned upon the following conditions precedent:

- a. The CEC has issued a certification to the Project, which is final and unappealable, allowing up to 250 MW (1,000 MWh) of installed battery energy storage capacity;
- b. The CEC Compliance Division has issued a Notice to Proceed to the Project;
- c. Any secondary permits or approvals required from any other agency to construct and operate the Project have been issued to the Project and are final and unappealable;
- d. Compass has received, as determined by it, appropriate assurances related to construction financing for the Project; and
- e. Compass has issued a Notice To Proceed (“NTP”) with the construction contractor to build the Project.

### **2. CHARITABLE DONATION**

All payments made under the terms of this Agreement (the “Donations”) shall be treated as charitable donations for all purposes. It is the intent of the Parties that the Donations be made and used in compliance with all applicable federal and state laws governing donations made to charitable organizations. SHFBOC represents and warrants to Compass that it is a tax-exempt entity pursuant to Section 501(c)(3) or other applicable sections of the Internal Revenue Code. The Parties acknowledge that they may be required by law to report information about the Donations and each Party agrees to report such information as legally required.

### **3. ACTIONS BY COMPASS (Example)**

Subject to the Conditions Precedent identified in Section 1, above, Compass will make a contribution to SHFBOC in the amount of \$125,000 annually for (4) years—for a total of four (4) contributions—to fund SHFBOC’s food and nutritional security programs (for a total of \$500,000). (See Exhibit A.) Compass will make the first contribution within thirty (30) calendar days of the NTP date, which is defined as the day that Compass authorizes the construction contractor to build the full scope of work for the Project under the Engineering, Procurement, and Construction contract. Compass will make the remaining contributions on an annual basis thereafter. Compass grants SHFBOC irrevocable ownership, right, title, and interest in the Donation upon the terms and conditions set forth in this Agreement and without monetary payment to Compass. The Donation will be transferred to SHFBOC free and clear of any liens, claims, or encumbrances.

### **4. ACTIONS BY SHFBOC**

- a. SHFBOC will utilize the Donations described in Section 3, above, for the benefit of southern Orange County by providing food and nutritional security with a concentrated

focus on the most vulnerable populations—children, working families, college students and seniors. Donations will be used to purchase nutritious food and shelf-stable items—and grow a portion of their own produce—for distribution throughout Orange County. Specific programs where the Compass donation will be applied include (1) child hunger, (2) working families, (3) seniors, and (4) students. SHFBOC commits to use its best efforts to begin using the Donations for these programs within one (1) calendar year of receiving Compass' first contribution.

- b. Upon request by Compass, SHFBOC agrees to provide an accounting that evidences the usage of the Donations. SHFBOC also agrees to report the Donation to the CEC, the public, or any other interested entity in accordance with applicable law and consistent with Section 6, below.
- c. SHFBOC will not challenge, oppose, contest, take adverse action or bring suit, administratively or judicially, regarding the Project or its Approvals. SHFBOC, of its own volition, and not as a requirement of this agreement, may choose to submit a letter stating its support for the Project to the CEC. The officers, representatives, business managers, agents, and/or attorneys of SHFBOC may act independently as private citizens regarding the Project, provided they are not acting on behalf of SHFBOC.

**5. ASSIGNMENT; BINDING ON SUCCESSORS**

- a. Compass shall ensure that this Agreement shall inure to the benefit of and be binding upon Compass and any person or entity that acquires over fifty (50%) percent of Compass' rights, title or interest in the Project whether by sale, lease, merger, or other transfer, as though they were parties hereto, wherever located. Compass may assign or transfer its interest in this Agreement with prior written notice to SHFBOC.
- b. This Agreement and its terms shall, and SHFBOC shall cause it to, inure to the benefit of and be binding upon SHFBOC and each and all of its respective successors, assignees, buyers, grantees, vendees, or transferees, and their past, present or future, direct or indirect, affiliates, partners, joint venturers, subsidiaries, parents, receivers, trustees, officers, directors, employees, agents, and shareholders of each of them.

**6. CONFIDENTIALITY**

The Parties agree to take all reasonable measures to keep in confidence the execution, terms, and conditions, as well as performance, of this Agreement, and the confidential data and information of any Party that the other Party may know or gain access to in relation to this Agreement ("Confidential Information"), and shall not disclose such Confidential Information to any third party without the prior written consent of the Party. Notwithstanding the foregoing, either Party may disclose this Agreement, including any Confidential Information contained herein, to any relevant local, state, and/or federal government entity for the purpose of obtaining a permit or other approval or certification, if required, or as otherwise required by law.

## 7. ETHICS AND COMPLIANCE

- a. SHFBOC undertakes to comply with the ethical and sustainable development commitments available on the [www.engie.com](http://www.engie.com) website, in particular the ENGIE Ethics Code and the ENGIE Vigilance Plan. (See Exhibit B.)

## 8. UNDERSTANDING OF TERMS

The Parties each hereby affirm and acknowledge that they have read this Agreement, that they know and understand its terms, and have signed it voluntarily and on the advice of counsel. The Parties have had a full and unhindered opportunity to consult with their attorneys, accountants, financial advisors and such other consultants as they may have desired prior to executing this Agreement. In the event an ambiguity or question of intent or interpretation arises under this Agreement, this Agreement shall be construed as if drafted jointly by each Party and no presumption or burden of proof shall arise favoring any Party by virtue of the authorship of any provisions of this Agreement.

## 9. DISPUTE RESOLUTION

- a. Notification of Dispute and Good-Faith Negotiation. If a dispute arises concerning any controversy or claim arising out of or relating to this Agreement or the breach thereof, or relating to its application or interpretation, the aggrieved Party will notify the other Party of the dispute in writing within thirty (30) calendar days after such dispute arises. The Parties to the dispute shall promptly meet at any mutually-agreed time and location to seek to resolve the dispute through good-faith negotiation. The Parties to the dispute shall use their best efforts to reach a just and equitable solution satisfactory to all such Parties. If the Parties to the dispute are unable to resolve the dispute to their mutual satisfaction within thirty (30) calendar days after the initial notice of the controversy or claim, the dispute will be subject to arbitration, pursuant to Section 9(b). The time periods set forth in this Section 9(a) are subject to extension as agreed to by the Parties to the dispute.
- b. Agreement to Arbitrate. If a dispute is not resolved pursuant to Section 9(a), the Parties to the dispute agree to endeavor to settle the dispute in an amicable manner, by arbitration administered by JAMS in accordance with JAMS' Streamlined Rules and, with regard to discovery, in compliance with the Expedited Procedures set forth in Rules 16.1 and 16.2 of the Comprehensive Arbitration Rules, to resolve the dispute in accordance with California substantive law, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator selected by agreement between one arbitrator selected by Compass and another arbitrator selected by SHFBOC. The place of arbitration shall be Orange County, California. Time is of the essence for any arbitration under this agreement and arbitration hearings shall take place within ninety (90) days and awards rendered within 120 days of filing. The arbitrator shall agree to these limits prior to accepting appointment. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of their costs and fees. "Costs and fees" mean all reasonable pre-award

expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The decision and award by the arbitrator shall be in writing and shall be binding upon the Parties, final and nonappealable. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. The Parties agree that failure or refusal of a Party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that Party to present evidence or cross-examine witnesses. In such event, the other Party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying Party. The prevailing party may cause the decision to be entered as and become a judgment or enforceable equitable remedy against the other Party or Parties by applying and submitting the written resolution to a court of competent jurisdiction in San Juan Capistrano, California (the Parties are aware of the decision in *Advanced Micro Devices, Inc. v. Intel Corp.* (1994) 9 Cal. 4th 362 and, except as modified by this Agreement, intend to limit the power of the arbitrator to that of a Superior Court judge enforcing California law).

#### **10. AUTHORITY TO EXECUTE AGREEMENT**

Each person signing this Agreement warrants that they have authority to execute this Agreement and to thereby bind the Party on whose behalf they are signing to the terms of this Agreement.

#### **11. WAIVER AND RELEASE**

SHFBOC itself and its respective present and former parents, subsidiaries, affiliates, officers, directors, shareholders, members, successors, and assigns hereby expressly releases, waives, and forever discharges Compass and its respective present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors, and permitted assigns from any and all claims, actions, causes of action, suits, losses, expenses, liabilities, obligations damages, and demands of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law or equity, arising out of or in connection with this Agreement, whether arising out of the negligence of Compass or SHFBOC, or otherwise, except for any claims relating to rights and obligations preserved by, created by, or otherwise arising out of this Agreement and any liabilities that cannot be released or waived under applicable law.

#### **12. INDEMNIFICATION**

SHFBOC and Compass shall mutually indemnify and defend its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party arising out of or relating to any third-party claim alleging:

- a. breach or non-fulfillment of any provision of this Agreement by the parties or their employees;
- b. any negligent or more culpable act or omission (including any reckless or willful misconduct) in connection with the Donation;
- c. any alleged bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or culpable acts or omissions (including any reckless or willful misconduct); or
- d. any failure to comply with any applicable federal, state, or local laws, regulations, or codes in connection with the Donation.

### **13. LIMITATION OF LIABILITY**

In no event shall Compass be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues, or diminution in value, arising out of, or relating to, or in connection with the Donation, or any breach of this Agreement, regardless of:

- a. whether such damages were foreseeable;
- b. whether or not Compass was advised of the possibility of such damages;
- c. the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based; and
- d. the failure of any agreed or other remedy of its essential purpose.

### **14. NO THIRD-PARTY BENEFICIARIES**

Except as expressly set forth herein, no third party shall have the right to enforce any term of this Agreement.

### **15. AMENDMENTS**

No provision of this Agreement may be modified, unless in writing and signed by the Party against whom the enforcement of such modification is sought.

### **16. PARAGRAPH HEADINGS**

Paragraph headings are provided herein for convenience only and shall not serve as a basis for interpretation or construction of this Agreement, nor as evidence of the intention of the Parties.

### **17. SEVERABILITY**

If any portion of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this

Agreement, the application of any such provision in another circumstance, or the validity or enforceability of this Agreement as a whole.

**18. TIME OF THE ESSENCE**

Time is of the essence in this Agreement.

**19. COUNTERPARTS**

This Agreement may be signed by the Parties in different counterparts and the signature pages combined to create a document binding on the Parties.

**20. TERM AND TERMINATION**

The term of this Agreement shall commence on the date it is executed by the last party to execute the Agreement and shall terminate on the earlier of the Project ceasing operation, or completely satisfying the terms set forth in Sections 3 and 4, above. If the Opt-In Certification for the Project expires or is terminated by the CEC for cause, then this Agreement will terminate automatically without further action from the Parties, unless there is an approved time extension or reissuance of the Certification.

**21. GOVERNING LAW**

The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any litigation relative to the formation, interpretation, and performance of this Agreement shall be in Orange County, California.

**22. FORCE MAJEURE**

No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's failure or delay is caused by or results from the following force majeure events: (a) an act of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; and (h) other similar events beyond the control of the Party(ies).

The impacted Party shall give notice within seven (7) days of the force majeure event to the other Party, stating the period of time the occurrence is expected to continue. The impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. The impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following the notice given by it under this Section 21, the other Party may thereafter terminate this Agreement upon seven (7) days notice.

**23. ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

**24. NOTICE**

All letters, statements, or notices required pursuant to this Agreement shall be sent to the following addressees. Any letter, statement or notice sent shall be deemed served at the time of delivery when personally served, transmitted by facsimile machine or electronic mail, or by overnight parcel service. Any letter, statement, or notice sent by registered or certified mail shall be deemed served on the business day following deposit thereof in the U.S. Mail.

To: SHFBOC

Claudia Keller  
CEO  
814 Marine Way  
Irvine, CA 92618  
Telephone: 949-208-3136  
[Claudia.Keller@feedoc.org](mailto:Claudia.Keller@feedoc.org)

To: Compass Energy Storage LLC

Compass Energy Storage LLC  
Attn: Chief Development Officer  
1360 Post Oak Blvd, Suite 400  
Houston, TX 77056  
Telephone: (510) 525-0062

With a copy to:

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

Compass Energy Storage LLC agrees to the terms of this Community Benefits Agreement, as set forth above.

Compass Energy Storage LLC


JS By:   
Signed by: Justin Amirault  
733A38F4717E46D...  
Name: Justin Amirault

Title: Vice President and Chief  
Development Officer

Dated: July 11, 2025

SHFBOC agrees to the terms of this Community Benefits Agreement, as set forth above.

SHFBOC

By:   
Name: Claudia Keller

Title: CEO

Dated: June 25, 2025

## EXHIBIT A

### SHFBOC Charity DESCRIPTION OF PROGRAMS AND INTENDED USE OF DONATIONS

Second Harvest Food Bank of Orange County is a regional food bank providing food and nutritional security with a concentrated focus on the most vulnerable populations—children, working families, college students and seniors. They purchase nutritious food and shelf-stable items—and grow a portion of their own produce—for distribution throughout Orange County. In fiscal year 2024, SHFBOC distributed ***35.8 million pounds of food through its network of 394 partner locations, to an average of 442,000 individuals each month.*** Their distribution partners include houses of worship, schools, after-school programs, senior centers, shelters for the unhoused, soup kitchens and transitional housing facilities, and have hundreds of locations throughout the county. Specific programs where the Compass donation will be applied include (1) child hunger, (2) working families, (3) seniors, and (4) students.

(1) Their Child Hunger Strategy is designed to address the nutritional needs of food-insecure children. Hungry children lack the energy to learn and play. Poor nutrition and missed meals can result in both short-term and lifelong consequences for growing kids, including health issues, behavioral problems, lower grades, higher dropout rates and diminished prospects for higher learning and job opportunities later in life.

(2) Working families and individual who look to Second Harvest and their partners for help are working one and sometimes two jobs, but aren't able to earn enough to compensate for the high cost of living in Orange County. Even before the pandemic, individuals and families were one or two paychecks away from empty plates, and any unexpected expense can tip people into food insecurity.

(3) Their Senior Grocery Program has a clear focus on providing seniors with the fresh, nutritious food to meet their unique health and nutritional needs by delivering fresh, perishable items to participating low-income senior apartment complexes and senior centers throughout Orange County. For many seniors living on fixed incomes, food insecurity is a constant worry. In Orange County, 22% of seniors trying to cover healthcare expenses, medications, the high cost of housing and other basic necessities often find themselves without enough left over for sufficient food. Skimping on meals can lead to negative health consequences. When seniors eat a nutritious diet, they lead healthier lives and remain independent for longer.

(4) Research shows that 2 in every 5 University of California students are food insecure. In the California State University system, 1 in 4 students often don't know where they'll find food for their next meal. The SHFBOC College Pantry Program helps students stay in school, graduate and find work at well-paying jobs. They partner with 18 college campuses to provide consistent access to nutritious food, ensuring that all students have enough to eat so they can succeed in their studies.

SHFBOC services including sourcing, nutritional strategies, and Harvest Solutions Farm. Additional details about the programs and services funded by this donation can be found at <https://feedoc.org>

## EXHIBIT B

## ENGIE ETHICS CODE AND VIGILANCE PLAN

As stated in Section 7 herein, SHFBOC undertakes to comply with the ethical and sustainable development commitments available on the [www.engie.com](http://www.engie.com) website, in particular the ENGIE Ethics Code and the ENGIE Vigilance Plan described below:

- a. SHFBOC declares that, during the six years preceding the signing of this Agreement, it has respected and complied with the standards of international and national law applicable to the Agreement, relating to:
  - a.i. Fundamental human rights, and in particular the prohibition of (a) the use of child labor or any other form of forced or compulsory labor; (b) any form of discrimination either internally or in relation to its respective suppliers and sub-contractors;
  - a.ii. Embargoes, weapons trafficking, drug trafficking and terrorism;
  - a.iii. Trade, import and export licenses and customs;
  - a.iv. The health and safety of staff and third parties;
  - a.v. Work, immigration, prohibition of illegal work;
  - a.vi. Environmental protection;
  - a.vii. White-collar crime, in particular corruption, fraud, influence peddling, swindling, theft, misuse of company assets, counterfeiting, forgery and use of forgeries, and similar or related offences (or any equivalent offence under the national law applicable to the Agreement);
  - a.viii. Combating money laundering;
  - a.ix. Competition law.
- b. In the performance of the Agreement, SHFBOC shall comply with these same standards in its own name and in the name and on behalf of their service providers.
- c. Compass reserves the right to ask SHFBOC to justify the commitments made in this clause.
- d. Any breach of the obligations contained in this clause shall constitute a default giving rise to the right to suspend and/or terminate by Compass on the terms and conditions set out in the Agreement.

## Certificate Of Completion

Envelope Id: C798729E-0FAB-446F-8191-CA614800D288

Status: Completed

Subject: Complete with Docusign: Compass - Community Benefits Agreement - Second Harvest Food Bank of Or...

Source Envelope:

Document Pages: 12

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Nairi Torosian

AutoNav: Enabled

1360 Post Oak Blvd

Envelopeld Stamping: Enabled

Suite 400

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Houston, TX 77056

nairi.torosian@engie.com

IP Address: 170.85.99.108

## Record Tracking

Status: Original

Holder: Nairi Torosian

Location: DocuSign

7/11/2025 10:07:36 AM

nairi.torosian@engie.com

## Signer Events

Justin Amirault

justin.amirault@engie.com

Vice President

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:

*Justin Amirault*  
733A5BF4717E48D...

Signature Adoption: Pre-selected Style

Using IP Address: 165.225.243.77

## Timestamp

Sent: 7/11/2025 10:10:25 AM

Viewed: 7/11/2025 2:53:55 PM

Signed: 7/11/2025 2:54:45 PM

## Electronic Record and Signature Disclosure:

Accepted: 7/11/2025 2:53:55 PM

ID: c3fcc5fb-e0d2-42d1-951f-2f6a200d379f

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Renee Robin

renee.robin@engie.com

Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 7/11/2025 2:54:46 PM

## Electronic Record and Signature Disclosure:

Accepted: 6/5/2025 1:43:15 PM

ID: ef8cf302-e90d-4a24-a463-bd8fea614baf

Yana Spitzer

yana.spitzer@engie.com

Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 7/11/2025 2:54:47 PM

## Electronic Record and Signature Disclosure:

Accepted: 10/12/2021 8:43:14 AM

ID: 5ae0b47d-708e-4016-b166-2723a54dc147

| Carbon Copy Events   | Status            | Timestamp                  |
|--|-------------------|----------------------------|
| Diana Ramon<br>diana.ramon@engie.com<br>Security Level: Email, Account Authentication (None) | <div>COPIED</div> | Sent: 7/11/2025 2:54:47 PM |
| Electronic Record and Signature Disclosure:<br>Not Offered via DocuSign                      |                   |                            |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status           | Timestamps            |
|-------------------------|------------------|-----------------------|
| Envelope Sent           | Hashed/Encrypted | 7/11/2025 10:10:25 AM |
| Certified Delivered     | Security Checked | 7/11/2025 2:53:55 PM  |
| Signing Complete        | Security Checked | 7/11/2025 2:54:45 PM  |
| Completed               | Security Checked | 7/11/2025 2:54:47 PM  |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, ENGIE North America-Legal (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact ENGIE North America-Legal:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [chris.szabo@engie.com](mailto:chris.szabo@engie.com)

#### **To advise ENGIE North America-Legal of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [chris.szabo@engie.com](mailto:chris.szabo@engie.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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