

DOCKETED	
Docket Number:	24-OPT-02
Project Title:	Compass Energy Storage Project
TN #:	263306
Document Title:	SOCCCD Saddleback College Community Benefits Agreement
Description:	N/A
Filer:	Erin Phillips
Organization:	Dudek
Submitter Role:	Applicant Consultant
Submission Date:	5/23/2025 3:17:12 PM
Docketed Date:	5/23/2025

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
UNIT APPLYING: SADDLEBACK COLLEGE**

☐ GRANT APPLICATION ABSTRACT
☒ GRANT ACCEPTANCE ABSTRACT
☐ GRANT RENEWAL ACCEPTANCE ABSTRACT
☐ REVISIONS TO ACCEPTANCE ABSTRACT

1. **PROJECT TITLE:** Compass Energy Storage, LLC Grant for Work-Based Learning Programs at Saddleback College
2. **PROJECT DIRECTOR:** Israel Dominguez
3. **PROJECT ADMINISTRATOR:** John Jaramillo
4. **GRANTOR AGENCY:** Compass Energy Storage, LLC
5. **FUNDING SOURCE:** Compass Energy Storage, LLC
6. **STARTING AND ENDING DATES OF THE PROJECT:** 5 years commencing from date of full execution
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**

Compass Energy Storage, LLC is granting to Saddleback College \$750,000 over 5 years to support work-based learning programs, to create career advancement opportunities for students, to provide workforce training and education, including but not limited to construction, electrical, manufacturing, renewable solar and battery related experiential learning opportunities. Saddleback College will also use funds to provide reimbursements to employers for up to 50% of wages paid to Saddleback College students hired for internships and/or apprenticeships. The Director of Economic & Workforce Development will manage these grant funds, beginning on the date of execution of the agreement.

8. **SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$750,000	\$0	\$68,182	\$750,000

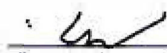
9. **APPROVALS**



Division/School Dean



Vice President of Instruction



Elliot Stern (Apr 8, 2025 15:51 PDT)

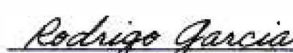
President



Chancellor



Vice Chancellor of Learning Services



Rodrigo Garcia (Apr 8, 2025 17:31 PDT)

Vice President, College Administrative Services

EXPENDITURES SUMMARY

The Expenditures Summary should follow the standard expenditure categories as used in the operating budget.

	GRANT (Amount)	MATCHING* (In-Kind/ Actual)	SOURCE OF MATCH (Partnership/ College/Vendor)
1000 Certificated Salaries	\$ 37,500		
2000 Classified Salaries	\$ 84,205		
3000 Benefits	\$ 60,340		
4000 Supplies	\$ 18,750		
5000 Contracted Services and Other Expenses	\$ 481,023		
6000 Capital Outlay			
Other Charges (e.g. Indirect Costs)	\$68,182		
TOTALS	\$ 750,000		

*Matching Funds: "In-Kind" matching funds are usually allocations of existing personnel, space, supplies, and equipment.

PROJECT PERSONNEL (reflects the Expenditure Detail above)

Positions	Full-Time	Part-Time	New	Existing
1. Project Manager	[X]	[]	[]	[X]
2. Faculty	[]	[X]	[]	[X]
3. Classified Staff	[x]	[]	[]	[X]

PARTNERSHIPS (if applicable)

Grant Agreement between
COMPASS ENERGY STORAGE, LLC
And
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ON BEHALF OF SADDLEBACK
COLLEGE

This Agreement is made and entered into by and between COMPASS ENERGY STORAGE, LLC, a Delaware limited liability company (the “**Compass**” or “**Grantor**”), and the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ON BEHALF OF SADDLEBACK COLLEGE, a public institution of higher education located in Mission Viejo, CA, (“**SOC CCD**” or “**Recipient**”), together referred to as the “Parties”, to support the South Orange County Community College District’s work-based learning programs (“WBL”) administered through its Saddleback College campus. These programs provide occupational skills training, education and paid, career-aligned work experiences designed to assist students to transfer to four-year universities or prepare for the workforce (the “Purpose”).

The Recipient’s execution of this Agreement will constitute the Recipient’s acceptance of the terms and conditions set forth below:

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 legally binding and enforceable agreement with, or that benefits, a coalition of one or more community-based organizations where there is mutual benefit to the parties to the agreement. The Parties intend for this Agreement to satisfy that obligation under Public Resources Code Section 25545.10(a).

South Orange County Community College District on behalf of Saddleback College

April 4, 2025

Page 2

- F. SOCCCD is a community college district authorized under the California Education Code, Title 3, Division 7¹, which aims to provide a dynamic and innovative learning environment for diverse learners of all ages, backgrounds and abilities. It promotes access, success, and equity to meet students' goals of skills development, certificates, associate degrees, transfer, or personal enrichment. It contributes to the economic vitality of the region. Its vision is to be an educational leader in a changing world.
- G. In light of the foregoing, Compass desires to award a grant to SOCCCD, and SOCCCD desires to accept said grant for the public purpose of benefiting WBL programs at Saddleback College, including but not limited to employer reimbursements for wages and capacity needed for a successful WBL program, in accordance with the terms and conditions agreed to below and attached hereto.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Parties, and for other good and valuable consideration, Compass and SOCCCD 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 250 MW (1,000 MWh) of installed battery energy storage capacity;
- b. The CEC Compliance Division has issued a Notice to Proceed ("NTP") 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. Any litigation challenging the CEC certification and/or any secondary permits or approvals has concluded and is final and unappealable;
- e. Compass has received, as determined by it, appropriate assurances related to construction financing for the Project; and
- f. Compass has issued a Notice To Proceed ("NTP") with the construction contractor to build the Project.

2. GRANT AWARD

All payments made under the terms of this Agreement (the "Installments") shall be treated as a grant for all purposes. It is the intent of the Parties that the grant be made and used in compliance

1 The Work-based Learning programs of the SOCCCD at Saddleback College qualifies as a workforce development and training organization, as well as a local governmental entity, and is an organization that represents community interests as set forth in Public Resources Code §25545.10(a).

South Orange County Community College District on behalf of Saddleback College

April 4, 2025

Page 3

with all applicable federal and state laws. The Parties acknowledge that they may be required by law to report information about the grant award and each Party agrees to report such information as legally required.

3. ACTIONS BY COMPASS

- a. Subject to the Conditions Precedent identified in Section 1, above, Compass will award a grant totaling \$750,000.00, paid in five (5) annual installments of \$150,000.00 to SOCCCD for the public purpose of benefiting the WBL programs at Saddleback College, the creation of career advancement opportunities for students, including but not limited to, construction, electrical, manufacturing, renewable solar and battery related Work-Based Experiential Learning opportunities for students (e.g., internships, apprenticeships, etc.).
- b. Compass will make the first Installment of \$150,000.00 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 four (4) Installments of \$150,000 each on an annual basis thereafter.

4. ACTIONS BY SOCCCD

- a. SOCCCD will utilize the grant described in Section 3, above, for the benefit of the Economic and Workforce Development and the Career and Technical Education Programs, the creation of career advancement opportunities for students, workforce training and education, including but not limited to construction, electrical, manufacturing, renewable solar and battery related Work-Based Experiential Learning opportunities for students (e.g., internships, apprenticeships, etc.). SOCCCD commits to use its best efforts to begin using the grant funds for these programs within one (1) calendar year of receiving Compass' first yearly installment.

b. Annual and Final Reporting

SOCCCD will submit an annual report summarizing the use of the funds annually on a schedule to be agreed to by the Parties, with the final annual report to be submitted after the fifth and final payment is made, as set forth in Section 7 herein.

5. PURPOSE

The Recipient shall expend these funds exclusively for the Purpose. The Recipient agrees to promptly return any portion of the grant funds that are not used for the Purpose.

6. 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.

South Orange County Community College District on behalf of Saddleback College

April 4, 2025

Page 4

7. ASSIGNMENT; BINDING ON SUCCESSORS

- a. Compass may assign or transfer its interest in this Agreement with prior written notice to SOCCCD.
- b. 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.
- c. This Agreement and its terms shall inure to the benefit of and be binding upon SOCCCD 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.

8. TAX EXEMPT STATUS

The Recipient provided the Grantor with verification of the Recipient's federal tax-exempt status and Recipient warrants to Grantor that it is a political subdivision of the state of California and that grant funds will be used for exclusively public purposes. The Recipient agrees to notify the Grantor and to promptly return any unexpended funds to Grantor in the event of a change in the Status.

9. USE OF GRANT

The Recipient shall not, under any circumstance, transfer or assign any responsibilities hereunder. Furthermore, the Recipient agrees that the grant funds will not be expended, transferred, or used for any purpose or in any fashion that is prohibited by an applicable law of the United States or of any domestic or foreign jurisdiction, including without limitation, applicable laws proscribing the support of terrorism or terrorist organizations. The Recipient further agrees to use its best efforts to implement the grant in accordance with ENGIE North America's Ethics Code and Vigilance Plan (see Attachment A).

10. WRITTEN ACKNOWLEDGEMENT OF GRANTOR

The Recipient may acknowledge the Grantor's support in any or all announcements and written materials with the prior written approval of the Grantor. Please list any such acknowledgments as "Compass Energy Storage, LLC").

11. CHOICE OF LAW; JURISDICTION; VENUE

The law of the State of California shall govern and apply to all interpretations and legal proceedings pertaining to this Agreement or otherwise concerning the subject matter of this Agreement. The parties agree to the exclusive jurisdiction of the United States federal courts and California State courts located in Orange County, CA. The Recipient shall submit to subject matter and personal jurisdiction and venue of such courts for such purposes.

12. ENTIRE AGREEMENT

The terms and conditions contained herein constitute the entire agreement on the subject matter hereof and merges and supersedes all prior negotiations, discussions, and agreements, oral or

South Orange County Community College District on behalf of Saddleback College

April 4, 2025

Page 5

written. This Agreement may be amended or modified by an instrument in writing signed by both parties. No waiver or breach of any term of this Agreement shall waive any other breach.

13. AUTHORITY TO EXECUTE AGREEMENT

The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute and deliver this Agreement and by so executing this Agreement such party is formally bound to the provisions of this Agreement.

14. WAIVER AND RELEASE

SOCCCD 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 SOCCCD, 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.

15. INDEMNIFICATION

The Parties shall indemnify and defend each other and 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 Parties' employees;
- b. any negligent or more culpable act or omission of the Parties (including any reckless or willful misconduct) in connection with the grant;
- 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 of the Parties (including any reckless or willful misconduct); or
- d. any failure by the Parties to comply with any applicable federal, state, or local laws, regulations, or codes in connection with the grant.

16. 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 grant, or any breach of this Agreement, regardless of:

- a. whether such damages were foreseeable;

South Orange County Community College District on behalf of Saddleback College

April 4, 2025

Page 6

- 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.

17. 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.

18. 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: South Orange County Community College District

Priya Jerome
Executive Director, Procurement, Central Services, and Risk Management
28000 Marguerite Parkway
Mission Viejo, CA 92692
Telephone: 949-582-4680
pjerome@socccd.edu

With a copy to:

Israel Dominguez
Director of Economic & Workforce Development
28000 Marguerite Parkway
Mission Viejo, CA 92692
Telephone: 949-582-4777
scgrants@saddleback.edu

To: Compass Energy Storage, LLC

Compass Energy Storage, LLC
Attn: Director of Planning & Permitting
1360 Post Oak Blvd, Suite 400
Houston, TX 77056
Telephone: (510) 525-0062

With a copy to:



Brownstein Hyatt Farber Schreck, LLP

South Orange County Community College District on behalf of Saddleback College
April 4, 2025
Page 7

Attn: Ryan Waterman
225 Broadway, Suite 1670
San Diego, CA 92101
Telephone: (619) 702-7569
rwaterman@bhfs.com

IN WITNESS WHEREOF, the Parties have cause for this Agreement to be effective as of the date specified in Article 6 above with signatory approval of their duly authorized representatives.

Grantor Authorized Representative

 Signed by:

733A5BF4717E46D...


Justin Amirault
Chief Development Officer
Compass Energy Storage, LLC
Flexible Generation
Justin.amirault@engie.com
Attachment

Date: 5/2/2025



RECIPIENT ACCEPTANCE

South Orange Community College District accepts the terms and conditions set forth in and agrees to perform its responsibilities as specified in this Agreement.


BD544D412A99439...

Ann-Marie Gabel
Vice Chancellor, Business Services
South Orange County Community College District

Date: 4/29/2025

SCFISC-REVSFA-11624-2025 BOT 4/28/2025

ATTACHMENT A

ENGIE ETHICS CODE AND VIGILANCE PLAN

1. ETHICS AND COMPLIANCE

- a. SOCCCD undertakes to comply with the ethical and sustainable development commitments available on the www.engie.com website, in particular the ENGIE Ethics Code and the ENGIE Vigilance Plan.
- b. SOCCCD 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:
 - b.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;
 - b.ii. Embargoes, weapons trafficking, drug trafficking and terrorism;
 - b.iii. Trade, import and export licenses and customs;
 - b.iv. The health and safety of staff and third parties;
 - b.v. Work, immigration, prohibition of illegal work;
 - b.vi. Environmental protection;
 - b.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);
 - b.viii. Combating money laundering;
 - b.ix. Competition law.
- c. In the performance of the Agreement, SOCCCD shall comply with these same standards in its own name and in the name and on behalf of their service providers.
- d. Compass reserves the right to ask SOCCCD to justify the commitments made in this clause.

- e. 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: 7266AB7F-FB23-406F-8513-75426EA2BFD8

Status: Completed

Subject: Complete with Docusign: Signature_request_on_Contract_11624_BOT_0428.pdf

Source Envelope:

Document Pages: 11

Signatures: 1

Envelope Originator:

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Nairi Torosian

AutoNav: Enabled

1360 Post Oak Blvd

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Suite 400

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Houston, TX 77056

nairi.torosian@engie.com

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nairi.torosian@engie.com

Signer Events

Yana Spitzer

yana.spitzer@engie.com

Security Level: Email, Account Authentication
(None)

Signature

Signature Adoption: Pre-selected Style

Using IP Address: 165.225.58.78

Timestamp

Sent: 5/2/2025 8:09:40 AM

Viewed: 5/2/2025 8:24:31 AM

Signed: 5/2/2025 8:24:51 AM

Electronic Record and Signature Disclosure:

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

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

Justin Amirault

justin.amirault@engie.com

Vice President

Security Level: Email, Account Authentication
(None)

Signed by:

Signature Adoption: Pre-selected Style

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Signed: 5/2/2025 8:59:44 AM

Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

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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)

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Electronic Record and Signature Disclosure:

Accepted: 4/30/2025 10:43:48 AM

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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/2/2025 8:09:40 AM
Certified Delivered	Security Checked	5/2/2025 8:59:32 AM
Signing Complete	Security Checked	5/2/2025 8:59:44 AM
Completed	Security Checked	5/2/2025 8:59:45 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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

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 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.

To request paper copies from ENGIE North America-Legal

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to chris.szabo@engie.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ENGIE North America-Legal

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to chris.szabo@engie.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify ENGIE North America-Legal as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by ENGIE North America-Legal during the course of your relationship with ENGIE North America-Legal.