

## FIRST AMENDMENT TO ENERGY SERVICES AGREEMENT

This First Amendment to the Energy Services Agreement (“First Amendment”), effective as of the date signed by both Parties below (“Effective Date”) is between Noresco, LLC, including its parent, subsidiaries and affiliates that operate under Carrier Global Corporation, having an office and place of business at 1 Research Drive, Suite 400C, Westborough MA (“Carrier”) and the City of Hollywood, having an office and place of business at 2600 Hollywood Boulevard, Hollywood, FL 33020 (“Customer”).

**WHEREAS**, the Parties entered into an Energy Services Agreement (“Agreement”) dated July 29, 2022;

**WHEREAS**, the Parties wish to amend certain provisions of the Agreement;

**NOW THEREFORE**, in consideration of mutual covenants hereinafter set forth and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. **Section 17(a).** The provisions of Section 17(a) of the Agreement are hereby deleted and replaced with the following:

Notwithstanding anything else in this agreement, and to the extent permitted by law, Noresco’s total liability, and that of its officers, directors, employees, parents, subsidiaries, agents, affiliates, insurers and subcontractors, whether in contract, tort, strict liability or otherwise, arising in connection with any services under this agreement (except for personal injuries arising from the services to the extent caused by Noresco’s negligent acts or omissions, or direct damages caused by Noresco’s gross negligence or willful misconduct) shall be limited to the aggregate amount received by Noresco from customer under the agreement.

2. **AGREEMENT OTHERWISE REMAINS IN FORCE.** Except as expressly provided in this First Amendment, the Agreement shall remain in full force and effect. The capitalized terms used in this First Amendment, and not defined herein, shall have the same meaning as forth in the Agreement. This First Amendment may be executed in counterparts, each of which may be considered an original, and all of which together shall constitute one and the same document. Digital copies of the signature pages shall be treated as original signature pages.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives.

NORESCO, LLC

City of Hollywood

\_\_\_\_\_  
By:  
Title:  
Date:

\_\_\_\_\_  
By:  
Title:  
Date:

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Douglas Gonzales  
Title: City Attorney  
Date: