

AMENDMENT TO ENERGY SERVICES AGREEMENT

This First Amendment ("Amendment"), effective as of the date signed by both Parties below ("Effective Date") is between NORESKO, 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 any other provision of this Agreement, NORESKO's, its officers, employees, agents, affiliates, or subcontractors' aggregate liability in contract, tort, or otherwise, without limitation, under this Agreement, shall in all cases be limited to the sum of the payments received by NORESKO pursuant to this Agreement. Notwithstanding the foregoing, this limitation on liability does not apply to the extent any direct damages are caused by NORESKO's gross negligence or willful misconduct, nor to any bodily injury or death caused by NORESKO's negligent acts or omissions. The provisions of this limitation on liability shall not limit NORESKO's insurance obligations under Section 16 of this Agreement. In addition, nothing in this limitation on liability shall limit NORESKO's indemnity obligations under Section 17 of this Agreement below a minimum of \$1,000,000.

2. **AGREEMENT OTHERWISE REMAINS IN FORCE.** Except as expressly provided in this Amendment, the Agreement shall remain in full force and effect. The capitalized terms used in this Amendment, and not defined herein, shall have the same meaning as forth in the Agreement. This 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

NORESKO, LLC

Jim Williams

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By: Jim Williams

Title: Senior Vice President, Energy Services

Date: 6/20/2023

CITY OF HOLLYWOOD, FLORIDA

a municipal corporation of the State of Florida

DocuSigned by:

By: *[Signature]* 6/28/2023

Josh Levy, Mayor

ATTEST:

DocuSigned by:

Patricia A. Cerny 6/28/2023

Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Douglas R. Gonzales 6/28/2023

Douglas R. Gonzales, City Attorney

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