



Existing System/Billing Services Agreement

This agreement prepared: 7/31/2024

Between

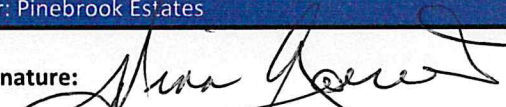

Pinebrook Estates Pinellas Park Pinellas Park, Florida 33773 727-726-8000 *In this agreement, Pinebrook Estates will be referred to as client.
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Guardian Water & Power, Inc. 10752 Deerwood Park Blvd, Suite 100 Jacksonville, Florida 32256 (877) 291-3141 *In this agreement, Guardian Water & Power, Inc. will be referred to as GWP.
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Consists of the following parts:

- Part I System Specifications
- Part II Billing Specifications
- Part III Billing Services Agreement

I have read and understand all parts of this agreement.

For: Pinebrook Estates Signature:  <i>*By signing this Agreement, I acknowledge that I am an authorized agent for the above named Client</i>  Printed Name: NINA GOMES Title: President, Pine Brook Townhomes Date: 8/8/2024

For: Guardian Water & Power, Inc Signature: <i>*An authorized agent for GWP</i> Printed Name: Kaitlyn Pena Title: Regional Sales Date:
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Property: Pinebrook Estates (5YRY2Y)

I. System Specifications

Property Information			
Name:	Pinebrook Estates	Contact:	Corey Palmer
Address:	Pinellas Park	Phone:	727-726-8000
City:	Pinellas Park	Email:	cpalmer@ameritechmail.com
State:	FL	Property Type:	Condo Assc / HOA
Zip	33773	# of units at property:	212

Existing Meter Specifications				
Quantity	Utility	Submeter Model	Install by	Notes
212	W	EXISTING SUBMETERS	n/a	

Radio Frequency Technology			
Central Data Collector	n/a	Install by	n/a
Repeater	n/a	# of Repeaters	n/a
Meter Transmitter Unit (MTU)	n/a	# of MTUs	n/a

Equipment Special Instructions

II. Billing Services Specifications

Utility Billing Services & Fees						
Read & Bill (RB), Read, Bill & Collect (RBC) or Read & Monitor Only?			RBC		Charge Fee To:	
Service	Meter	RUBS	Fixed	Client	Occupant	
Water	X	X		\$ 5.50		
Sewer	X	X		(d)		
Storm Water						
Gas						
Hot Water Energy						
Electric						
Garbage (Flat Rate)						
Set Up Fees	X		X	\$ 15.00		
Leak Alerts						
Maintenance Alerts						
5G/LTE Data Plan						
Link+ (PM Software)	<input type="checkbox"/> AppFolio	<input type="checkbox"/> Buildium	<input type="checkbox"/> MRI Software	<input type="checkbox"/> RP OneSite	<input type="checkbox"/> RentManager	<input type="checkbox"/> Yardi

Notes: (c) Unless stated otherwise, fees are charged per unit, per month. (d) no additional fee.

****Client acknowledges and agrees that all items listed in Section II 'Billing Services Specifications' are subject to change pending further review from GWP's Chief Compliance Officer. All fees listed are ultimately the responsibility of Client should GWP's CCO determine that such fees may not be passed on to occupants. Client hereby agrees to timely execute an addendum if any such changes are required.****

Billing Special Instructions

III. Billing Services Agreement

GWP will provide the monitoring and/or utility billing services indicated in Part IV of this Monitoring / Billing Services Agreement (the "Billing Services Agreement").

1. GWP Responsibilities. As part of this Billing Services Agreement, GWP will:

(a) Read meters and bill occupants on an approx. 30-day cycle based on the current utility tariffs in effect in the municipality in which the property is located. While GWP will use reasonable efforts to update the billing rates in accordance with the current tariff, GWP is not responsible for any loss of revenue which may occur as a result of any difference between the tariff being used and the then current tariff in effect. Client will notify GWP of any interim changes to local tariffs.

(b) Submit monthly management reports to the Client. Reports will be available online at myguardianwp.com.

(c) Provide call center service between the hours of 8:30 A.M. and 8:00 P.M. EST Monday through Friday.

(d) Provide initial and new employee training for site and management personnel.

(e) If Read, Bill and Collect (RBC) Services are selected above (Part II, Specifications, Billing Services and Fees), GWP will provide the following additional services:

(i) Submit a monthly preview statement by email.

(ii) Collect, record and process all occupant payments.

(iii) Provide a frequently updated list of occupant accounts receivable during the business week.

(iv) Submit a monthly reconciliation report and payment to the Client in amount equal to the payments made by the occupants to GWP during the month less all fees due GWP.

(v) At the Client's option, a late fee payable to the Client will be assessed on all delinquent accounts. and in accordance with whether such fees may be charged to occupants under applicable laws.

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2. Client's Responsibilities. As part of this Agreement, the Client will:

(a) Provide GWP with timely occupancy updates by email or by using our web portal myguardianwp.com.

(b) If requested by GWP, provide timely copies of most recent utility bills. In some cases, utility bills must be used to calculate occupant bills rather than the then prevailing tariff. GWP is not responsible for missed billing cycles should Client not provide such bills when requested.

(c) Promptly notify GWP if any units at a property are subject to rent control or low-income housing programs of any kind.

(d) Client agrees to protect, defend, hold harmless and indemnify (collectively "Indemnify" and

“Indemnification”) GWP, its subsidiaries, and its and their respective successors, assigns, directors, officers, employees, agents and affiliates (collectively, “Indemnified Parties”) from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses of or by a third party OR whether or not involving a claim by a third party, including but not limited to reasonable attorneys’ fees and costs (collectively, “Claims”), actually or allegedly, directly or indirectly, arising out of or related to:

1) Client’s failure to properly notify or disclose to its occupants the existence of this program and all fees associated with the program as required by the laws of the state in which the property is located; 2) Client’s decision to back bill occupants for any amounts Client later discovers were not billed. Client further represents it has the authority to backbill occupants by way of proper disclosures in a lease agreement or CC&Rs/By-Laws; 3) Client’s failure to notify GWP that any unit is subject to rent control or low income housing of any kind; 4) Client’s decision to have GWP bill its occupants for utilities and/or fees under any type of low income housing program or the equivalent such as but not limited to rent control, Section 8 and tax credit housing; and 5) Client’s decision to bill its occupants for any type of utility service or fee where a law, ordinance regulation tariff or the like is not clear as to Client’s ability to do so. GWP may agree to move forward billing if directed by Client subject to Client’s Indemnification outlined herein.

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(e) Should the property be sold or should property managers change, require any such change of ownership or management to assume this Agreement or sign a new agreement on similar terms with GWP.

(f) Notify GWP of any interim changes in the property utility tariff that occur after GWP’s annual tariff review.

(g) Notify GWP of significant differences between master utility bill and the utility charges shown on GWP monthly management report.

(h) Ensure that lease agreements (CCR’s/bi-laws if condos) clearly disclose all language required by law including but not limited to the existence of the program , the methodology/ies to be used, all fees charged to occupants and the amount of each fee (see Part II, Specifications, Billing Services and Fees).

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(i) Disclose to occupants any and all adjustments to fees that may occur from time to time.

(j) Comply with all state and local laws, guidelines and/or reporting requirements including but not limited to reports that may be due to the state, disclosures required to be given to occupants or copies of bills and other items required to be given to occupants .

(k) Promptly remit any and all fees due to GWP or late fees will apply.

(l) The first billing preview report generated by GWP requires approval by Client. GWP will make reasonable attempts to obtain approval. If no response is received from Client after 30 days) Client is in breach of this

Agreement contract and is subject to the Early Termination Fee (see section 17 below).

(m) Notify GWP of any service work performed on system components by technicians other than GWP technicians.

(n) Provide GWP with a list of USPS addresses and unit numbers including occupied and vacant units in a timely manner. GWP needs list of addresses and unit numbers in order to program the meters.

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3. Fees and Other Charges

(a) GWP's fees are set forth in Part II above. Unless prohibited by law, the Client may elect to include these fees in the occupant bills. GWP billing fee may be adjusted for any increase in the U.S. Department of Labor, Bureau of Labor Statistics Revised Consumer Price Index ("All Items"), for All Urban Consumers, U.S. City Average, or any comparable successor index, for the preceding 12 months for which such data is then available. Additionally, GWP fees will be automatically increased commensurate with any periodic increase in the U.S. Postal rates for regular mail delivery.

(b) If GWP provides Collection Services (Part II, Specifications, Billing Services and Fees), as a part of this Billing Services Agreement, GWP will (i) charge a NSF fee as allowed by the laws of the state where the property is located billed to the occupant's account for amounts that remain outstanding and (ii) have the right to recover any unpaid amounts due GWP by the Client from funds paid to GWP by the occupants.

(c) No payment by Client or acceptance by GWP of an amount less than the invoiced amount due and owing shall be deemed a waiver of any other amount due. No partial payment or endorsement on any check or any letter accompanying such payment shall be deemed an accord and satisfaction, but GWP may accept such

letter accompanying such payment shall be deemed an accord and satisfaction, but GWP may accept such payment without prejudice to GWP's right to collect the balance of any amounts due under the terms of this System Agreement or any late fees or other amounts charged hereunder.

4. Accounting & Billing Reconciliation. The Client will notify GWP of any accounting or billing errors in reports, bills or related documents (collectively, the documents) prepared by GWP within 90 days of the Client's receipt of said documents. GWP will not be responsible for any amounts resulting from errors after such 90 day period.

5. Warranties. Except as specifically set forth in this Billing Services Agreement or any attached agreements (including without limitation the System Agreement), documents, schedules or exhibits, GWP makes no warranties, expressed or implied, with regard to

6. Limits of Liability for Billing Services. FOR ANY AND ALL SERVICES TO BE PERFORMED IN THIS BILLING SERVICES AGREEMENT, GWP WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS, LOST SAVINGS OR LOST DATA, REGARDLESS OF FAULT, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT GWP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GWP HEREBY EXPRESSLY DISCLAIMS ANY OBLIGATION WHATSOEVER TO INDEMNIFY, DEFEND OR HOLD CLIENT HARMLESS FROM AND AGAINST ANY REGULATORY CLAIM, SUIT OR OTHERWISE BROUGHT AGAINST PROPERTY INCLUDING ANY COMMON LAW OBLIGATIONS OF INDEMNITY. UNDER NO CIRCUMSTANCES WILL GWP BE LIABLE FOR REGULATORY INFORMATION, SAMPLE LEASE LANGUAGE OR SAMPLE CC&R/BY-LAW LANGUAGE THAT MAY BE PROVIDED BY GWP. IN NO EVENT WILL GWP'S AGGREGATE LIABILITY EXCEED THE TOTAL FEES RECEIVED BY GWP UNDER THIS BILLING SERVICE AGREEMENT IN THE IMMEDIATE TWELVE (12) MONTH PERIOD PRECEDING THE OCCURRENCE WHICH FIRST GAVE RISE TO THE CLAIM. No default of the System Installation Agreement by either party will impact the validity of the Billing Services Agreement.

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7. Existing System Assessment. If a submetering system already exists at the property, GWP will perform a reading assessment of the existing metering equipment. The assessment identifies units not performing in accordance with the manufacturer's specifications. GWP may delay billing service until the existing equipment passes GWP's assessment process.

8. Interruption of Services. GWP will not be liable for interruption of services under this Billing Services Agreement resulting from (a) action of any governmental agency (b) acts of God or (c) circumstances beyond the reasonable control of GWP.

9. Contract Term. The Billing Services Agreement shall become fully effective and binding as of the date of the Client's signature on the 1st page of this Standard Service Agreement (the "Effective Date"), it being understood that GWP's responsibilities under Section 1 of this Billing Services Agreement shall begin on the first day of the Billing Term. The "Billing Term" shall mean

that period commencing on the date of the initial billing and continuing for (60) months thereafter (the "Billing Term").

Upon the expiration of the initial Billing Term, the Billing Services Agreement will automatically renew for succeeding billing terms of (12) month(s) unless either party provides 30 days written notice of cancellation prior to the commencement date of the additional term. This section 10 is subject to the rights set out in section 11 below.

10. Termination. Either party may terminate this Billing Services Agreement, effective upon written notice to the other (the "Defaulting Party"), if the Defaulting Party: (a) materially breaches this Billing Services Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within sixty (60) days after

receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian or similar agent appointed by order of any court competent jurisdiction to take charge of or sell any material portion of its property or business. GWP may terminate this Billing Services Agreement at any time with or without cause, by giving the Client (30) days written notice.

11. Client Default; Early Termination Fee. In addition to the termination rights set forth above, in the event of Client's failure to perform any material obligation under this Billing Services Agreement or any other agreement with GWP in a timely manner, including without limitation, the obligation to pay amounts when due ("Client Default"), GWP is entitled at its sole option and in addition to any other rights or remedies at law or in equity, to suspend performance under this Billing Services Agreement, and/or to remotely remove or otherwise deactivate system configuration components supplied or installed by GWP, in each case without the necessity of taking any other action. In addition to the foregoing, upon the occurrence of a Client Default that results in the termination of this Billing Services Agreement prior to the expiration of the then-current Billing Term in accordance with Section 11 hereof, Client agrees to pay GWP a one-time early termination payment in an amount equal to (i) the balance of all outstanding unpaid invoices from GWP, plus (ii) the amount equal to (A) GWP's monthly fees per units charged to Client or Resident, multiplied by (B) the number of months (rounded up to the next full month) remaining until the end of the term of the Billing Services Agreement, multiplied by (C) the number of units serviced under this Agreement (such amount, the "Early Termination Fee"). The Early Termination Fee shall be due within thirty (30) days of the date of the Client's receipt of GWP's invoice for such Early Termination Fee. The Client agrees to be responsible for GWP's reasonable costs of collection should Client fail to pay the Early Termination Fee when due and payable. Client and GWP acknowledge and agree that the Early Termination Fee is intended to constitute liquidated damages and not a penalty. The parties further acknowledge that (i) the amount of loss or damages likely to be incurred as a result of a Client Default is difficult to precisely estimate, (ii) the amount of the Early Termination Fee bears a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with a Client Default resulting in the early termination of this Billing Services Agreement, and (iii) the Client and GWP are sophisticated business parties and have negotiated this Agreement at arm's length. In the event of a Default by Buyer, Buyer agrees to pay all reasonable costs of collection.

12. This Billing Services Agreement may not be amended except in writing signed by Client and GWP. Neither party hereto may assign this Billing Services Agreement or any rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, if Client is the owner or developer of the Property and seeks to transfer the Property to a homeowners' association or other third party during the term of this Billing Services Agreement, Client shall be required to effectuate the valid assignment and assumption of this Billing Services Agreement to such homeowners' association (or other successor-in-interest to the Property) prior to any such transfer; provided, however, that Client must provide GWP with written notice of such assignment and the homeowners' association (or other successor-in-interest to the Property) must agree in writing to be bound by the terms of this Billing Services Agreement. Any transfer or assignment in contravention of this Section 12 shall be null and void. The assigning party shall not be relieved of any of its obligations hereunder without the prior written consent of the non-assigning party.

13. Representation of Authority. Each individual executing this Billing Services Agreement on behalf of any party hereto expressly represents and warrants that he or she has the authority to execute and thereby bind the party on behalf of which he or she executes this Billing Services Agreement to the terms of this Billing Services Agreement, and such party agrees to indemnify and hold harmless the other party from any claim that such authority did not exist. For purposes of clarity, if a property management company or

general contractor executes this Billing Services Agreement on behalf of the owner, developer or homeowner's association (HUA) of the Property, this Billing Services Agreement shall remain binding upon the owner or developer of the Property, as the contracting, regardless of whether the owner or developer changes, removes or otherwise replaces such property management company or general contractor at any time during the term of this Billing Services Agreement.

14. Notices. All notices, requests, demands, consents or approvals permitted or required to be given to any of the parties to this Billing Services Agreement will be in writing and will be deemed given or delivered when (a) delivered by hand; or (b) when received by the addressee, if sent by regular mail or other express delivery service, in each case to the addresses set forth above.

15. Entire Agreement. This Billing Services Agreement and all other agreements and documents referred to in this Agreement or delivered pursuant hereto constitute the entire understanding among the parties with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, among the parties or any of them with respect to the subject matter hereof.

16. Severability. The invalidity or unenforceability of any provision of this Billing Services Agreement will not affect the validity or enforceability of any other provisions of this Agreement, which will remain in full force and effect. In the event that subsequently enacted legislation or administrative rule make any provision of this Agreement invalid, the parties agree to use their best efforts to re-negotiate such provision in good faith so as to preserve the underlying intent of this Agreement.

17. Governing Law and Arbitration. This Billing Services Agreement will be governed by and construed in accordance with the laws of the state of Ohio. Any controversy, claim or breach arising out of this Agreement or any attached Agreements shall be settled by arbitration in the state of Ohio and in accordance with the rules then obtaining of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction thereof.

18. Incorporation by Reference. All exhibits, schedules or other documents, certificates or instruments referred to or attached to this Billing Services Agreement are incorporated herein by reference as though fully set forth at the point referred to in the Agreement.

19. Counterparts. This Billing Services Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Billing Services Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Billing Services Agreement.