

RECEIVED
DISTRICT OF COLUMBIA
PUBLIC SERVICE COMMISSION
2020 JAN -8 AM 9:39



4 High Ridge Park
Suite 202
Stamford, CT 06905

January 6, 2020

Commission Secretary
Public Service Commission of the District of Columbia
1325 G Street, N. W.
Suite 800
Washington, D. C. 20005

Re: Formal Case No. GA 2019-14, In the Matter of the Application of Resource Energy Solutions, LLC for a Natural Gas Supplier License

Dear Commission Secretary:

In response to the letter from Ms. Tiffany A. Frazier, Regulatory Affairs Specialist, dated December 19, 2019, and the additional information required in satisfaction of the regulatory requirements of the Public Service Commission, please note the following which correspond to the items in the December 19 letter:

1. Please find enclosed a copy of Applicant's Notice of Business Tax Registration and a copy of the Certificate of the Department of Consumer and Regulatory Affairs, Corporations Division, for your review as documentation in support of the Applicant having registered with the District of Columbia's Department of Consumer and Regulatory Affairs and the District of Columbia Office of Tax and Revenue to do business in the District of Columbia.
2. A Surety Bond in the amount of \$10,000 in support of the Application and Applicant's financial integrity is enclosed.
3. Applicant has no outside investors and has no debt. As a result, a CPA opinion or Accountants Compilation is not pertinent to Applicant's finances.
4. As a broker which does not take title to any commodity whatsoever, Applicant does not render bills to its customers, thus a sample bill does not exist. While Applicant does not intend to enter into agreements until licensure, a template Energy Service Agreement used by affiliate Resource Energy Systems, LLC is enclosed for review. It is expected that Applicant will use a template substantially similar to that of its affiliate with its counterparties at the appropriate time.



4 High Ridge Park
Suite 202
Stamford, CT 06905

It is hoped that the above information and enclosures will satisfy the additional information requests of the Public Service Commission. Should there be any further requirements or questions, please do not hesitate to contact the undersigned.

Thank you for your consideration and assistance.

Sincerely,



Richard Plutzer | Chief Financial Officer

4 High Ridge Park

Stamford, CT 06905

Rplutzer@resourceenergy.com | Mobile: 201-937-4210

www.resourceenergy.com

Enclosures

Copy to: Tiffany A. Frazier, Regulatory Affairs Specialist



Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue

1101 4th Street, SW
Washington, DC 20024

Date of Notice: October 24, 2018

Notice Number: L0002308915

RESOURCE ENERGY SOLUTIONS, LLC
4 HIGH RIDGE PARK 4 HIGH RIDGE PARK STE 202
STAMFORD CT 06905

FEIN: **-***0339
Customer ID: 00008-56507

NOTICE OF BUSINESS TAX REGISTRATION

You have been registered for the tax(es) shown below. Your filing basis has been determined as shown. It is important that the Employer Identification Number (FEIN) or Social Security Number (SSN) referenced above be used on all correspondence and returns.

If you registered for an Employer Withholding account, please include the associated Account ID Number listed below on all returns and payments.

Tax Type	Account ID	Filing/Payment Frequency	Tax Year End
Unincorporated	260-001048055	Unincorporated Annual	December

For tax forms or to register to file or pay electronically, please visit our website at MyTax.DC.gov

If applicable you will also be registered for an Employer Use Tax (Form FR800A Sales & Use tax return). The Employer Use Tax Return Act of 2012 requires a use tax to be imposed on any employer required to file a DC withholding tax return, which is not otherwise required to collect and remit sales tax.

If applicable you will also be registered for Unemployment Compensation Taxes and will be contacted by the DC Department of Employment Services Office of Unemployment Compensation regarding your filing requirements. Any questions concerning your liability for Unemployment Compensation may be answered by calling (202) 698-7550.

A Declaration of Estimated Franchise Tax (Form D-20 ES or D-30 ES) must be filed by every corporation and unincorporated business whose franchise tax may reasonably be expected to exceed \$1,000 for the taxable year.

For additional information or questions, call the Office of Tax and Revenue's (OTR) Customer Service Administration at (202) 727-4TAX (4829), or visit OTR's Walk-In Center:

Office of Tax and Revenue
Customer Service Administration
1101 4th St SW, Ste W270
Washington, DC 20024



RESOURCE ENERGY SOLUTIONS, LLC
4 HIGH RIDGE PARK 4 HIGH RIDGE PARK STE 202
STAMFORD CT 06905



Below are instructions for individuals with limited English Proficiency who need assistance. All others please turn to the next page for important information from the Office of Tax and Revenue.



Language
Assistance

Si necesita ayuda en Español, por favor llame al **(202) 727-4829** para proporcionarle un intérprete **de manera gratuita**.

Nếu quý vị cần giúp đỡ về tiếng Việt, xin gọi **(202) 727-4829** để chúng tôi thu xếp có thông dịch viên đến giúp quý vị **miễn phí**.

Si vous avez besoin d'aide en Français appelez-le **(202) 727-4829** et l'assistance d'un interprète vous sera **fournie gratuitement**.

በአማርኛ አርዳታ ከፈለጉ በ **(202) 727-4829** ይደውሉ። የነፃ አስተርጓሚ ይመደብልዎታል።

한국어로 언어 지원이 필요하신 경우 **(202) 727-4829** 로 연락을 주시면 **무료로** 통역이 제공됩니다.

如果您需要用(中文)接受幫助，請電洽 **(202) 727-4829** 將**免費**向您提供口譯員服務。

Office of the Chief Financial Officer
Office of Tax & Revenue
Customer Service Administration
1101 4th Street, SW Suite W270
Washington, DC 20024

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
CORPORATIONS DIVISION



C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this ***CERTIFICATE OF REGISTRATION*** is hereby issued to:

Resource Energy Solutions, LLC

Effective Date: 3/8/2018

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 3/14/2018 6:02 PM

Business and Professional Licensing Administration



A handwritten signature in cursive script that reads 'Patricia E. Grays'.

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Muriel Bowser
Mayor

Tracking #: SYAfh3ga

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RESOURCE ENERGY SOLUTIONS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTH DAY OF NOVEMBER, A.D. 2019.




Jeffrey W. Bullock, Secretary of State

4938939 8300

SR# 20197880465

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203969591

Date: 11-08-19

**FORM OF INTEGRITY BOND
FOR AGGREGATORS AND BROKERS**

INTEGRITY BOND-SURETY BOND

Bond No. 105658689

We,
Resource Energy Solutions, LLC

(Name of supplier)

4 High Ridge Park, Suite 202, Stamford, Connecticut 06905

(Address of supplier)

as principal, and

Travelers Casualty and Surety Company of America

(Surety Company)

Hartford, Connecticut

(Address of surety)

as surety authorized to do business in the District of Columbia, are held and firmly bound to the Public Service Commission of the District of Columbia, as obligee for the use and benefit of all persons establishing legal rights hereunder, in the sum of TEN THOUSAND 00/100 (\$10,000) lawful money of the United States of America, to the payments of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly, severally, and firmly by this document.

WHEREAS, the Principal has applied to the Public Service Commission of the District of Columbia for a license to provide natural gas service to retail Customers in the District of Columbia, and

WHEREAS, pursuant to the Retail Natural Gas Licensing and Consumer Protection Act of 2004, the Public Service Commission of the District of Columbia is authorized to require the Principal to maintain a bond in order to provide retail natural gas service.

NOW, THEREFORE, if the Principal shall faithfully and truly fulfill all of its service or product contracts and other contractual commitments to deliver retail natural gas services, and not file for bankruptcy or for similar protection under law, then this obligation shall be void, otherwise to remain in full force and effect as security for the use of the Public Service Commission of the District of Columbia or of any person or entity, who after entering into a service or product contract or third party supplier agreement for service in the District of Columbia with the above named Principal is actually and directly damaged or suffers any actual or direct loss by reason of failure of service or by other breach or bankruptcy by this Principal.

The aggregate liability of the Surety is limited to the foregoing sum which sum shall be reduced by any payment made in good faith hereunder.

The term of this bond is for the period beginning 12/30/19 and terminating 12/30/20, and may be continued for an annual period by Continuation Certificate signed by the Principal and Surety, a copy of which must be served by registered mail upon the Secretary of the Public Service Commission of the District of Columbia.

In order to draw funds on this Bond, the Public Service Commission of the District of Columbia shall issue an order stating that the Licensee is financially insolvent or unable to meet its obligations as for restitution to any Licensee's Customer who has suffered actual damages or loss of a deposit or prepayment (as such terms defined in Sections 4704 and 4705 of Chapter 47 of Title 15 DCMR) in a specific amount by means of failure, or by reason of breach of contract or violation of the Retail Natural Gas Licensing and Consumer Protection Act of 2004 and/or regulations, rules or standards promulgated pursuant thereto.

SIGNED, SEALED AND DATED this 6th day of January, 2020

Principal: Resource Energy Solutions, LLC

By: [Signature]
(Signatory)

Surety: Travelers Casualty and Surety Company of America

Address of Surety: Hartford, Connecticut

By: Ula Ambroziak-Holm

Ula Ambroziak-Holm
(Signatory)

Notary Seal



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222334

Certificate No. 004558162

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Laurence E. Hyman, Kathleen Ferrarelli, Ula Ambroziak-Holm, and Steven Dubrow

of the City of Northbrook, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of September, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: _____

George W. Thompson
George W. Thompson, Senior Vice President

On this the 22nd day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

STATE OF Illinois)

COUNTY OF Cook)

I, Barbara Berman a Notary Public in and for the
said County and State, do hereby certify that Ula Ambroziak-Holm
Attorney-In-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
who is personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that
he/she signed, sealed and delivered said instrument, for any on behalf of the
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, for the uses and
purposes therein set forth.

Given under my hand and notarial seal, this 27th day of December, 2019.



Barbara J. Berman
Notary Public

ENERGY SERVICE AGREEMENT

Resource Energy Systems, LLC, a Delaware limited liability company (referred to herein as "**RES**"), and _____ ("**Owner**"), a _____ organized under the laws of _____, hereby enter into this agreement (the "**Agreement**") as of the _____ day of _____, 2020 (the "**Effective Date**").

RECITALS

WHEREAS, the Owner owns the Property set forth in Appendix I (the "**Property**") and is interested in having RES, beginning on the Effective Date, provide comprehensive services as set forth below for the Owner and all of the retail tenants (the "**Tenants**") and common areas of the Property with respect to utility related services (herein referred to as the "**Services**");

WHEREAS, RES is interested in providing the Services as set forth below with regard to the Owner and all of the Tenants and common areas of the Property for [water, electric, gas and HVAC] (referred to herein as the "**Utilities**") provided by Owner to such Tenants;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and RES agree as follows:

SECTION ONE – BILLING DATA

Owner will be solely responsible for the accuracy of the meters related to Tenants' use of the Utilities (the "**Meters**" or "**Meter**") at the Property, along with any other related metering system equipment or system components (together with the Meters referred to as the "**Metering System**") related to the Utilities from which data will be derived by Owner and provided to RES. With regard to the Metering Systems at the Property, the cost of compliance with any federal, state, county, local or other governmental regulation during the term of this Agreement shall be borne solely by the Owner.

All Meters will be read monthly by employees or agents of Owner, affiliated companies or subsidiaries of Owner or a vendor of Owner, and the data from all such latter readings shall be timely and accurately provided to RES at no cost to RES, except such readings will not be required to the extent that RES can access meter data and usage thru existing electronic means established by the Owner for any of the Meters. RES shall not be required to monitor the operation and accuracy of the Metering System or the conditions or operating standards of the Metering System. In addition, RES shall not be responsible for the timeliness or accuracy of any data provided to RES by Owner or any company or companies selected by Owner, and RES shall not be liable for the failure of such data to be accurate and timely delivered to RES.

Owner agrees to provide RES with all such data with regard to the Tenants themselves (including name, office address, email address, telephone number and other contact information) and the Tenants' use of the Utilities as shall be reasonably required for RES to fulfill its obligations under this Agreement. In addition, Owner will also provide portions of leases and other documents as are reasonably necessary to facilitate RES meeting its obligations under this Agreement. Also, Owner shall be responsible for timely updating RES in writing each month and emailing to RES monthly information on any move-ins, move-outs or transfers of Tenants and to assure that the list of Tenants in the possession of RES is current and accurately states all Tenants that are to be billed for the Services per this Agreement for the Property.

Subject to the rights of Tenants under the leases, Owner will permit RES and its agents, consultants and representatives timely and appropriate access to and use of the Property for purposes of obtaining such data necessary for establishing and maintaining proper billing of the Tenants. Such access shall be coordinated with property management during normal business hours or at such other times as shall be reasonably requested upon reasonable advance notice by RES to Owner.

Owner shall arrange for RES to have ready and timely online access to all invoices related to the Utilities for the Property and, in the event Owner fails to do so, Owner will otherwise provide for RES to have ready and timely access to such invoices related to the Utilities. In addition, Owner shall be responsible for timely providing such other data as shall be reasonably requested by RES and which is necessary in order for RES to compute the actual charges incurred by the Property with regard to the Utilities each month.

SECTION TWO – PAYMENT OF INVOICES

On the first day of each calendar month, RES will send an invoice on its letterhead to Owner reflecting the fees to be paid for the subsequent month for the Services to be provided by RES to the Tenants. All invoices will be payable no more than thirty (30) days from the date of the invoice, and payment shall be made directly to RES.

SECTION THREE – SALES AND OTHER TAXES

Owner shall be responsible for the computation and collection, as well as remittance of sales and other taxes owed by Owner to the proper governmental authority, in connection with the Utilities. Owner shall also be responsible for the preparation or filing of any reports, tax returns or other documentation with regard to such sales and other taxes billed to and/or collected from the Tenants. RES shall have no obligation to provide any services of any type with regard to sales and other taxes pursuant to this Agreement unless otherwise agreed in writing between Owner and RES.

SECTION FOUR – SERVICES

Owner and RES agree that the services that RES shall provide will consist of the Services as set forth in **Appendix II** and as further set forth in this Section Four. Owner and RES agree that in the event Owner proceeds to request services from RES not indicated in such **Appendix II** and as further set forth in this Section Four, then Owner and RES agree that RES shall be paid by Owner at a rate and on terms agreed to in writing between the parties to this Agreement.

SECTION FIVE – ACCOUNTING BOOKS AND RECORDS

RES shall arrange at its sole cost for the establishment and continued updating and maintaining of accounting books and records to record the amounts billed or to be billed the Tenants, any additional charges or credits due to the Tenants, and any other necessary information related to the Tenants being billed for Utilities provided by Owner.

SECTION SIX – INSURANCE

Prior to commencing the services hereunder, and during the term of this Agreement, RES shall obtain and maintain, at its own expense, insurance in accordance with the requirements set forth in **Appendix III**.

SECTION SEVEN – FEES

RES shall be paid fees for its services each month of the Term as set forth on **Appendix IV** attached hereto; such fees shall be due and payable as of the first day of each month. In the event any Utilities are redistributed yearly to any of the Tenants instead of monthly, then in each such case where the Tenant is billed annually, the fees payable to RES as per **Appendix IV** shall be multiplied by twelve (12).

The fees set forth in **Appendix IV** will increase each year upon the anniversary of the Effective Date of this Agreement by a percent equal to the greater of (a) four (4%) percent, or (b) the percent increase in the Consumer Price Index for the prior calendar year.

SECTION EIGHT – TERM

This Agreement shall have an initial term (as it may be extended from time to time, the “**Term**”) of five (5) years from the Effective Date of this Agreement. The Term of this Agreement shall renew for successive one (1) year periods until either Party has delivered written notice of termination to the other Party no later than sixty (60) days from the end of the successive one (1) year period then in effect.

Notwithstanding any other term, condition, or provision in this Agreement, RES may terminate this Agreement for any reason or no reason at all upon providing ninety (90) days prior written notice to Owner.

SECTION NINE– INDEMNIFICATION AND LIMIT ON LIABILITY

To the fullest extent permitted by law, and except to extent of the negligence, errors, negligent omissions and intentional culpable acts of Owner, RES shall defend, indemnify and hold harmless Owner and the other Additional Insureds (as defined in Appendix III) (collectively the “**Owner Indemnified Parties**”) against all damages and expenses, including reasonable attorneys’ fees, court costs and other expenses, incurred by any of the Owner Indemnified Parties arising out of the acts or omissions of RES (including its employees and agents) or the breaches of any obligations imposed on RES (including breaches by its employees and agents) by this Agreement. To the fullest extent permitted by law, and except to extent of the negligence, errors, negligent omissions and intentional culpable acts of RES, Owner shall defend, indemnify and hold harmless RES and its affiliates (collectively the “**RES Indemnified Parties**”) against all damages and expenses, including reasonable attorneys’ fees, court costs and other expenses, incurred by any of the RES Indemnified Parties arising out of the acts or omissions of Owner (including its employees and agents) or the breaches of any obligations imposed on Owner (including breaches by its employees and agents) by this Agreement.

To the fullest extent permitted by law and notwithstanding any other terms, conditions or provisions of this Agreement, in no event shall a party to this Agreement be liable to the other party, whether in contract, warranty, tort, negligence, strict liability, or otherwise, for special, indirect, incidental, multiple, consequential (including lost profits or revenues, business interruption costs or damages and lost business opportunities), exemplary or punitive damages related to, arising out of, or resulting from performance or nonperformance of the terms, conditions and provisions of this Agreement; each party’s liability under this Agreement will be limited to direct actual damages only.

This section shall survive the expiration or earlier termination of this Agreement.

SECTION TEN – ASSIGNMENT

Any assignment of this Agreement by either party (with the exception of an assignment by a party to a parent company, subsidiary company or affiliate of such party) shall require the other party’s prior written consent, which consent shall not be unreasonably withheld.

SECTION ELEVEN – DEFAULT

RES shall be in default where the failure, neglect or refusal of RES to perform any of the terms, conditions or provisions contained in this Agreement continues for a period of more than thirty (30) days after receipt of written notice of default from Owner. Owner shall be in default if Owner fails to pay when due the fees specified in Section Seven or where the failure, neglect or refusal of Owner to perform any of the other terms, conditions or provisions

contained in this Agreement continues for a period of more than thirty (30) days after receipt of written notice of default from RES.

Upon the occurrence of a default, the non-defaulting party shall, at its option, be entitled to terminate this Agreement by written notice to the other party to this Agreement; in the event the non-defaulting party terminates this Agreement, it shall also have the right to pursue any other remedies permitted at law or in equity. This section shall survive the expiration or earlier termination of this Agreement

SECTION TWELVE – OTHER PROVISIONS

A. Notices.

Any notice, request, instruction, correspondence or other communication given or made hereunder by either party to the other shall be in writing and (a) delivered by hand, (b) mailed by certified mail, postage prepaid and return receipt requested, or (c) sent by Express Mail, Federal Express, or other express overnight delivery service, as follows:

If to RES, addressed to:

Resource Energy Systems, LLC
4 High Ridge Park, Suite 202
Stamford, CT 06905
Attention: Richard Plutzer

If to Owner, addressed to:

Except as otherwise specified in this Agreement, notice given by hand, Federal Express or other express delivery service or by mail shall be effective upon actual receipt. Notice given by certified mail shall be effective upon the second business day following the date of mailing or upon the date of actual receipt, as evidenced by the return receipt, whichever is earlier. Any party may change any address to which notice is to be given to it by giving written notice as provided above of such change of address.

B. Governing Law.

The provisions of this Agreement, the exhibits hereto, and the documents delivered pursuant hereto shall be governed by and construed in accordance with the laws of the State of Connecticut (excluding any conflicts-of-law rule or principle that might refer such matters to the laws of another jurisdiction).

C. Entire Agreement.

This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

D. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

E. Severability.

If any one or more of the provisions contained in this Agreement or in any other document delivered pursuant hereto shall for any reason be held to be invalid, illegal or unenforceable in any material respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such document.

F. Remaining Obligations.

Except as otherwise provided in Section Eleven, any cancellation or termination of this Agreement by Owner or RES shall not release the other party from any outstanding obligations to such other party pursuant to this Agreement.

G. Retention Of Records.

RES shall provide Owner with the amounts to be charged Tenants for Utilities under this Agreement; RES shall maintain records in its possession of the aforementioned amounts and continue to provide, upon written request by Owner and thirty (30) days advance notice, such information with regard to the amounts to be charged Tenants for a period of three (3) years from the expiration or termination of this Agreement.

H. Limitation of Liability.

Neither Owner nor any of its constituent partners shall be personally liable in any manner or to any extent under or in connection with this Agreement; RES and its successors and assigns including, without limitation, all other persons, limited liability companies, partnerships, corporations and entities shall look solely to the Property for the satisfaction of any claims or judgments against Owner. None of the members, officers, executives or staff of RES shall be personally liable in any manner or to any extent under or in connection with this Agreement. The limitation of liability provided in this subsection is in addition to, and not in limitation of, any limitation on liability provided by law or by any other contract, agreement or instrument. RES' liability under this Agreement shall be limited to the aggregate amount of fees received by RES from Owner pursuant to this Agreement.

I. Confidentiality.

Except as Owner may otherwise agree in writing, RES shall keep confidential and shall not disclose to any person any non-public information relating to the Services, the Property, the Tenants and their leases, or Owner or its affiliates, whether written or oral and whether disclosed to it by Owner, derived from third party sources, or discovered or developed by RES or its affiliates, except that RES may disclose this information to (a) its officers and employees involved in performance of the Services, and (b) as required by applicable law, provided that RES shall notify Owner in advance of such disclosure. RES shall not issue any public announcement or press release relating to the Services without Owner's specific prior written consent. RES is responsible for breaches of this Section by its officers, employees or affiliates. This subsection will survive the termination of this Agreement.

J. Attorneys' Fees.

Should any claim, action, or proceeding be commenced between the parties arising out of or relating to the Services or this Agreement, the party prevailing in the claim, action, or proceeding will be entitled to recover from the non-prevailing party its reasonable attorneys' fees and other expenses incurred in connection with the claim, action, or proceeding.

K. Non-solicitation.

Owner agrees that for such period of time beginning on the first day of the Term of this Agreement and ending two (2) years from the date of the earlier of the (a) expiration of the Term of this Agreement, or (b) termination of this Agreement, the Owner will not, either directly or indirectly, on Owner's own behalf or in the service of or on behalf of others solicit or attempt to solicit, divert or hire away any person employed by RES.

L. Counterparts.

The parties may sign this Agreement in separate counterparts, and this Agreement will be deemed fully executed when each party has signed and delivered at least one counterpart even though no single counterpart contains the signature of both parties. Either party may send its signature via facsimile or attachment to an email, and exchange of original signatures is not necessary.

M. Non-Jury Trial.

Owner and RES hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either party, or any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship of Owner and RES, or any claim or injury or damage, or the enforcement of any claim or injury or damage, or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

In witness whereof, the parties have executed this Agreement on the day and year first above written.

OWNER:

By: _____

Name: _____

Title: _____

RES:

RESOURCE ENERGY SYSTEMS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

APPENDIX I

PROPERTY

Property Name	Address

APPENDIX II

SERVICES

Owner and RES agree that the Services that RES shall provide will consist of the following which are based on the Tenants' Utilities billing:

- a. Maximizing the revenue to Owner regarding the Utilities provided to the Tenants, subject to applicable lease language
- b. Providing monthly settlement data to the staff of Owner, as well as responding to specific inquiries from such staff regarding settlements of Utilities at the Property
- c. Preparing monthly billing amounts for each of the Tenants at the Property for Utilities
- d. Reconciling the amounts billed to Tenants each month with the actual amounts invoiced to the Property by the utility companies and/or third-party supply companies (where applicable) to ensure that the maximum amount of such invoiced costs are recovered from Tenants
- e. Responding to inquiries from staff of the Property related to requests for individual Tenant's data on rates and settlements
- f. Providing guidance with regard to proper lease language to maximize reimbursement from Tenants for Utilities, as well as providing guidance on interpreting existing lease language for determination of amounts to charge Tenants for Utilities
- g. Creating a temporary Tenants' utility recovery program so that Owner does not bear an unfair share of the cost of providing Utilities to temporary Tenants
- h. Preparing Utilities revenue accruals, budgets, and impounds for the staff of Owner
- i. Responding to requests from staff at the Property for rates to be charged to new Tenants for Utilities
- j. Providing annual budgeted revenue for Utilities at the Property, annual and monthly projected Tenant escrow amounts for Utilities at the Property, annual year-end adjustments to Tenant escrow amounts for Utilities at the Property, annual year end accruals for Tenant billings for Utilities at the Property, and revised and updated rates to be charged for Utilities for the Property based on Tenant type
- k. Preparing, completing, and providing to Owner the amount to be billed to each and every Tenant for Utilities, together with the amount of the year-end adjustment required, if any, to be made with regard to each and every Tenant for Utilities
- l. Providing first response and required documentation for all Tenant inquiries or disputes as they relate to Tenant Utilities billings

APPENDIX III **INSURANCE**

1. Prior to commencing the Services hereunder, RES shall obtain and maintain, at its sole cost and expense, and shall cause any subcontractor to maintain, at their sole cost and expense, the following kinds of insurance covering all personnel engaged in performing the Services, with the following minimum coverages:

(a) Commercial General Liability coverage with minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 general aggregate, as well as Umbrella/Excess Liability insurance with a per occurrence of \$2,000,000. Coverage shall be excess of Commercial General Liability.

(b) Automobile Liability Insurance including coverage for owned, hired, leased and non-owned automobiles. The limits of liability shall not be less than \$500,000 combined single limit for bodily injury and property damage.

(c) Workers' Compensation insurance in compliance with all applicable statutory requirements with an all states endorsement and with the minimum required insurance in the case of all such applicable statutory requirements. Employers liability insurance with limits of not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease.

2. The following shall be included as additional insureds on each policy referred to in Paragraph 1(a) hereof on a primary and noncontributing basis (collectively, the "Additional Insureds"): Owner; Owner's Lender; Owner's property manager (as of the date of this Agreement); other entities or individuals Owner may designate from time to time to be included as additional insureds; and, with respect to each of the foregoing, its managers, officers, directors, employees, agents, successors, and assigns.

3. All insurance policies required to be obtained under Paragraph 1 hereof shall:

(a) Be purchased from and maintained with companies lawfully authorized to do business in the applicable state in which each of the malls are located and satisfactory to the Owner, which are rated at the time of purchase or renewal of such policy in the then most current A.M. Best Key Rating Guide with ratings of A- VIII or better (or the equivalent of such rating if there is a change in the basis of the rating, or any successor publication of comparable standing); and

(b) Be primary as to the named insured and not be entitled to contribution from any other insurance that may be maintained by the named insured or any other additional insured party.

4. RES shall deliver to the Owner and to any other additional insured referenced in Paragraph 2 hereof at the time of signing of this Agreement and again before commencing the Services hereunder a certificate of insurance, in a form satisfactory to the Owner, which shows, with respect to the insurance company, the date of expiration of the policy, the endorsements and minimum coverages required herein, and such other evidence as the Owner may reasonably request that the requirements of this Appendix have been met. RES shall thereafter comply with the provisions of this Paragraph 4 with respect to all renewals of the insurance required to be maintained by RES under this Agreement. Renewals shall be obtained at least ten (10) days prior to the expiration of the then current policies and RES shall be required to provide Owner with at least seven (7) days written notice of its intention to renew such policies and a copy of all renewal certificates prior to expiration of the then current insurance policy.

APPENDIX IV

Monthly Fee Schedule

Pursuant to Section Seven of the Agreement, monthly fees shall be as follows for the Services set forth in **Appendix II**:

Charges for Utilities redistributed to each of the Tenants at the Property:

- Electric:
- Water:
- Gas:
- HVAC: