

EXHIBIT B

FORM OF BATTERY SERVICES AGREEMENT

This Battery Services Agreement (this "Agreement"), entered into by [SolarStorage Fund [X], LLC] ("SolarStorage") and [Customer] ("Customer"), takes effect on _____ (the "Effective Date"). Each a "Party" and together the "Parties."

RECITALS

WHEREAS, Customer owns, leases, or otherwise controls the facility at the location specified in attached Exhibit 1: Description of the Site and System (the "Site");

WHEREAS, SunPower Corporation, Systems (the "SunPower") and Customer executed that certain [PV EPC Agreement dated _____] (the "PV EPC Agreement") and [Operations and Maintenance Agreement dated _____] (the "PV O&M Agreement", and together with the PV EPC Agreement, the "Solar Agreements"), pursuant to which SunPower installed and is operating and maintaining a solar photovoltaic generating system (the "PV System") at the Site;

WHEREAS, Customer desires to: (1) obtain certain advanced energy storage services (the "Services") for the purpose of reducing its utility costs at the Site and the level of such reduction shall be guaranteed pursuant to a Savings Guarantee Agreement of even date herewith ("Savings Guarantee Agreement"); (2) grant access to the Site to SolarStorage; and (3) and perform its payment and other obligations described in this Agreement;

WHEREAS, SolarStorage desires to: (1) install a battery storage system at the Site (as described in attached Exhibit 1: Description of the Site and System, the "System"); and (2) perform the Services and all of its other obligations described in this Agreement; and

WHEREAS, SolarStorage or a third-party shall retain all right, title, ownership, and interest in the System installed at the Site; and

WHEREAS, SolarStorage and Customer desire to execute an agreement to govern each of its obligations in connection with the System.

NOW THEREFORE, acknowledging that the compensation and respective covenants and obligations described in this Agreement constitute adequate consideration, SolarStorage and Customer each agree to the following:

AGREEMENT

1. SolarStorage's Obligations. Pursuant to this Agreement, SolarStorage will:
 - a. Perform the Services or cause the Services to be performed.
 - b. Design and install the System at the Site and connect the System to Customer's existing electrical system.
 - c. During the Term, SolarStorage will operate and perform all repairs to, and maintenance of, the System at its sole cost and expense, except to the extent any repairs or maintenance result from Customer's active negligence, willful misconduct or breach of this Agreement.
 - d. Indemnify, defend, and hold Customer (as well as the directors, officers, employees, and agents of Customer) harmless against any third-party claims, losses, damages, or liabilities—including claims that allege injury (including death) or property damage but excluding any such Claims alleged, brought, or demanded by Customer's affiliates, parent companies, directors, officers, employees, insurers, or subrogees ("Claims")—that arise out of the SolarStorage's operation of the System, the negligence or willful misconduct of SolarStorage or any entity or individual engaged by SolarStorage in the performance of the Services.

- e. Apply for Self-Generation Incentive Program (SGIP) rebates from Pacific Gas & Electric Company for the System (the “SGIP Incentives”) on behalf of Customer, and pay any fees required in connection with such applications with the understanding that SolarStorage owns and is entitled to all environmental attributes and environmental incentives attributable to the System, including the SGIP Incentives, any tax credits, and any and all rebates, incentives, subsidies or other benefits from any and all other incentive, rebate or other programs applicable to the System.
 - f. Maintain, during the Term, at its expense, insurance with a financially-sound and reputable insurance company against such risks, and in such amounts, as is appropriate for SunPower’s obligations under this Agreement.
2. Customer’s Obligations. Pursuant to this Agreement, Customer will:
- a. Grant SolarStorage and SolarStorage’s agents, employees and contractors a non-exclusive license running with the Site (the “License”) for access to, on, over, under and across the Site for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System, (ii) performing all of SolarStorage’s obligations and enforcing all of SolarStorage’s rights set forth in this Agreement, and (iii) installing, using and maintaining electric lines and equipment (including inverters, meters, utility lines, gas lines, electrical lines, ductwork, telecommunications equipment, and metering equipment), necessary to interconnect the System to Customer’s electric system at the Site and/or to the utility’s electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Customer shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary for installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System.
 - b. Undertake all commercially-practicable efforts to assist with SolarStorage’s application for the SGIP Incentives.
 - c. Customer recognizes and agrees that SolarStorage owns and is entitled to all environmental attributes and environmental incentives attributable to the System, including the SGIP Incentives, any tax credits, and any and all rebates, incentives, subsidies or other benefits from any and all other incentive, rebate or other programs applicable to the System.
 - d. Starting on the date on which SolarStorage shall have certified to Customer that (a) the System is substantially complete and available for commercial operation, (b) all permits and license required to be obtained under applicable law in connection with the operation of the System shall have been obtained and be in full force and effect, and (c) Customer shall have entered into an interconnection agreement with the local electric utility (the “Commercial Operation Date”), pay to SolarStorage the Battery Services Fee set forth in Exhibit 1 (the “Battery Services Fees”) on a monthly basis. Customer must pay the Battery Services Fee within thirty (30) days after receiving an invoice from SolarStorage for the Services provided by SolarStorage during the preceding month.
 - e. Maintain the existing electrical equipment and related systems at the Site. If Customer modifies or replaces the existing electrical equipment or related systems at the Site, and such modifications or replacement damage or cause the System to fail, SolarStorage will not be liable for any damages, losses, outages, or failure of SolarStorage to perform its obligations under this Agreement that result from such modifications or replacement and Customer shall be liable to SolarStorage for any resulting damages to the System.
 - f. Refrain from modifying or repairing the System. In addition, Customer will not—and will not permit any third party to—disassemble, reverse engineer, or re-engineer the System.
 - g. Indemnify, defend, and hold SolarStorage (as well as the officers, directors, shareholders, employees, and agents of SolarStorage) harmless against any Claims to the extent arising out of (i) the negligence or willful misconduct of Customer or its agents or employees or others under Customer’s control at the Site, or (ii) Customer’s breach of this Agreement.

3. Grid Services. Nothing contained within this Agreement will preclude or prevent SolarStorage from entering into an agreement or agreements with the local electric utility, grid operator, grid services provider or aggregator, or other entity whereby SolarStorage would use the System to bid into or provide demand-response, reactive power or voltage stabilization services, grid balancing services, or other similar services or programs ("Grid Services"). SolarStorage and Customer shall negotiate in good faith and shall agree on the terms, including revenue sharing, of the participation by the System in any such program(s) on a case-by-case basis.
4. **WARRANTY DISCLAIMER.** NO IMPLIED WARRANTY OR REMEDY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY UNDER THIS AGREEMENT. The remedies set forth in this Agreement shall be Customer's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.
5. **Confidentiality; Permitted Disclosures; Publicity.**
 - a. Confidentiality. If either Party and/or its Representatives (as defined below) provides any information (whether prior to, on or after the Effective Date) to the other party and/or its Representatives, either directly or indirectly, in writing, orally, by drawings, observation, or tangible objects such as documents, prototypes, samples, products and facilities, including, but not limited to, trade secrets, know-how and other intellectual property or information relating to the disclosing party's business, operations, products, technology (including technical information regarding the design, operation and maintenance of the System), or analyses or other documents prepared by either Party or any of their Representatives that contain or otherwise reflect any of the disclosed information which the receiving Party reasonably should understand is confidential ("Confidential Information"), the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement.
 - b. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "Representatives"), and affiliates, lenders, and potential assignees of this Agreement (provided on condition that such recipients be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information as provided herein), in each case as reasonably necessary to the negotiation and performance of this Agreement.
 - c. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Provided, however, that electronic copies of or containing Confidential Information that are automatically generated through data backup and/or archiving systems and which are not readily accessible by receiving Party's business personnel (the "electronic copies"), shall not be deemed to violate this Agreement, so long as such electronic copies are not disclosed in violation of the terms of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prohibit receiving party's legal department or counsel from retaining one (1) copy, including any electronic copy, of any of the Confidential Information as necessary to comply with regulatory recordkeeping requirements applicable to it or any internal recordkeeping policy or procedure to which it is subject. Such retained copy shall remain subject to the terms and conditions of this Agreement.
 - d. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section, but shall be in addition to all other remedies available at law or in equity.
 - e. Permitted Disclosures. Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory

instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any court or arbitrator with authority to bind a party at law (each, a "Governmental Authority") under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

- f. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release of the specific terms of this Agreement (except for filings or other statements, releases or mandatory on-the-record debriefings, as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of environmental attributes and environmental incentives and any related reporting rights.
6. **Removal of System at Expiration.** Upon the expiration or earlier termination of this Agreement, SolarStorage shall, at its expense, remove all of its tangible property comprising the System from the Site on a mutually convenient date, but in no event later than ninety (90) days after the expiration of the Term. Excluding ordinary wear and tear, the Site shall be returned to its original condition, including the removal of System mounting pads and other support structures in its entirety. SolarStorage shall leave the Site in neat and clean order, including environmental clean-up. If SolarStorage fails to remove or commence substantial efforts to remove the System by such agreed upon date, Customer shall have the right, at its option, to remove the System to a public warehouse and restore the Site to its original condition (other than ordinary wear and tear) at SolarStorage's cost. Customer shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.
 7. **SolarStorage Representations and Warranties.** SolarStorage represents and warrants the following:
 - a. It is a Delaware limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
 - b. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action.
 - c. This Agreement is a legal, valid and binding obligation of SolarStorage enforceable against SolarStorage in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
 - d. SolarStorage has obtained all licenses, authorizations, consents and approvals required by any governmental authority or other third party which is necessary for SolarStorage to execute and deliver this Agreement, and SolarStorage is in compliance with all laws that relate to this Agreement in all material respects.
 8. **Customer Representations and Warranties.** Customer represents and warrants the following:
 - a. It is a public school district validly existing under the laws of the state of California and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

- b. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action.
 - c. This Agreement is a legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
 - d. Customer has obtained all licenses, authorizations, consents and approvals required by any governmental authority or other third party necessary for Customer to execute and deliver this Agreement, and Customer is in compliance with all laws that relate to this Agreement in all material respects.
9. Dispute Resolution; Governing Law. This Agreement, and any dispute arising therefrom, shall be governed by the laws of the State of California, without regard to its conflict of laws rules or any other statute, regulation, or precedent requiring the application of the laws of another jurisdiction. In the event of any dispute, controversy, or claim arising out of, under, or related to this Agreement, the claiming Party shall provide written Notice of such dispute to the other Party. Thereafter, SunPower and Customer will make good-faith attempts to negotiate a mutually-acceptable solution.
10. Limitations on Liability. Neither Party's maximum aggregate liability to the other (arising from any source, whether from contract, tort, equity, quasi-contract, or otherwise) under this Agreement shall exceed the annual value of the Battery Services Fees paid to SolarStorage during the preceding year. In addition, neither Party will be liable to the other Party under this Agreement for any consequential, special, indirect, or punitive damages, or for loss of profit or goodwill.
11. Execution; Amendments. SolarStorage and Customer may execute this Agreement in one or more counterparts; and, each counterpart will constitute an original, and, collectively, the counterparts will constitute a single agreement. In addition, any amendment to this Agreement must be made and agreed to in a written document, signed by both SolarStorage and Customer, before taking effect; and, this Agreement and any amendment hereto, once executed, will supersede and replace any previously existing oral or written agreements that relate to the subject matter of this Agreement.
12. Term. This Agreement becomes effective upon the Effective Date and, unless terminated beforehand according to the provisions governing termination contained herein, shall expire on the date that is ten (10) years after the Commercial Operation Date for the System.
13. Termination.
- a. SolarStorage may terminate this Agreement in the following circumstances:
 - i. In SolarStorage's sole discretion prior to the commencement of the performance of the Services. If SolarStorage terminates pursuant to this Section 13(a)(i), then it must provide written Notice to Customer at least forty five (45) calendar days before termination becomes effective and refund any amounts received from Customer, before such termination will take effect. Once termination pursuant to this Section 13(a)(i) takes effect, neither SolarStorage nor Customer will have any liability or obligations to the other under this Agreement, except as may survive pursuant to Section 21.
 - ii. At any time, if Customer fails to perform any of its material obligations under this Agreement; provided, however, that the following conditions precedent to termination have been met: (1) SolarStorage has provided written Notice to Customer of Customer's failure to perform any such material obligation, and; (2) forty five (45) calendar days or more have passed since SolarStorage's provision of Notice of such failure and Customer has not cured or remedied such failure. If SolarStorage terminates pursuant to this Section 14(a)(ii), Customer will not be entitled to a refund of any payments, all remaining Battery Services Fees and any other amounts owed by Customer will become due and payable, and SolarStorage will retain all rights and remedies available to it under this Agreement, at law, or in equity. In the event of any termination

pursuant to this Section 13(a)(ii), and provided all amounts owed by Customer have been received by SolarStorage, neither SolarStorage nor Customer will have any further liability or obligations to the other under this Agreement, except as may survive pursuant to Section 21.

b. Customer may terminate this Agreement in the following circumstances:

i. At any time, if SolarStorage fails to perform any of its material obligations under this Agreement; provided that the following conditions have been met: (1) Customer has provided SolarStorage with written Notice setting out (with reasonable particularity) SolarStorage's alleged breach or failure to comply with its material obligations under this Agreement; and (2) forty-five (45) calendar days or more have passed since the date Customer sent such written Notice to SolarStorage and SolarStorage has not initiated a correction, repair, or cure to its failure to comply with material obligations or breach of this Agreement.

1. In the event of any termination pursuant to Section 13(b)(i): (1) Customer must pay to SolarStorage all undisputed Battery Services Fees incurred prior to the date Customer provided notice to SolarStorage under Section 13(b)(i), if such services were provided; and (2) neither SolarStorage nor Customer will have any other remaining liability or obligations under this Agreement except as may survive pursuant to Section 21.

14. Force Majeure.

a. "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, which cannot through best efforts be overcome or substantially mitigated by the affected Party. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake exceeding the design parameters of the System; hurricane; flood exceeding the design parameters of the System; lightning; wind loads exceeding the design parameters of the System; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid (except where such unavailability results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); absolute unavailability of necessary and adequate equipment, supplies or products; and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.

b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.

c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that impacts Customer's ability to make payment; however, the time to make any payment due under this Agreement shall be tolled during any period that making the payment is prevented by one or more Force Majeure events. This tolling shall include any period during which Customer has taken all reasonable steps to secure payment, processing and tender of payment, during which period payment is delayed by the conduct of third parties whose actions are necessary to the payment of Customer's obligations hereunder.

- d. If a Force Majeure event continues for a period of one hundred (180) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party under this Agreement (except for amounts accrued but unpaid).

15. Notice. Any communication or notice that is made in connection with, or required under, this Agreement, must be in writing and may be delivered via mail, electronic mail, or otherwise (and deemed delivered upon receipt) to the following addresses (or any address specified, in writing, by Customer or SolarStorage) ("Notice"):

- a. To Customer: Contra Costa County

- To SolarStorage: [SolarStorage Fund [D], LLC]
 1414 Harbour Way South, Ste. 1901
 Richmond, CA 94804
 Attention: Legal Department

16. Assignment and Financing.

- a. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, SolarStorage may, without the prior written consent of Customer, (i) assign, mortgage, pledge or otherwise sell, transfer, or assign its interests in this Agreement to any Financing Party (as defined below), (ii) directly or indirectly assign this Agreement to an affiliate of SolarStorage, (iii) assign this Agreement to any entity through which SolarStorage is obtaining financing or capital for the System and (iv) assign this Agreement to any person succeeding to all or substantially all of the assets of SolarStorage (provided that SolarStorage shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of SolarStorage's obligations hereunder by the assignee). Customer's consent to any other assignment shall not be unreasonably withheld if Customer has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining battery storage systems comparable to the System and providing services comparable to those contemplated by this Agreement; and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

 - b. The Parties acknowledge that SolarStorage may obtain construction and long-term financing or other credit support from lenders or third parties (including tax equity or similar investors) ("Financing Parties") in connection with the installation, construction, ownership, operation and maintenance of the System. The Parties also agree that SolarStorage may assign or transfer this Agreement to the Financing Parties, and in connection with any such assignment or transfer, Customer agrees to execute a consent to assignment in customary form and reasonably acceptable to the Financing Parties. Should Customer be requested to execute a consent more than twice, then Customer shall be reimbursed by SolarStorage for reasonable fees and costs incurred as a result of such request. A Financing Party shall be entitled to exercise, in the place and stead of SolarStorage, any and all rights and remedies of SolarStorage under this Agreement. Customer will not exercise any right to terminate this Agreement unless it shall have given the Financing Party, if known to Customer, prior written notice and has allowed the Financing Party the opportunity to cure the condition giving rise to such right to the same extent and under the same terms allowed SolarStorage under this Agreement provided that cure periods shall begin for the Financing Party when notice is given to such Financing Party. If the Financing Party requires this Agreement to be modified to finance, develop or operate the System, and the modification does not materially diminish Customer's rights under this Agreement, the Parties shall negotiate in good faith to amend this Agreement in a timely fashion.
17. Further Assurances. Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the

assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

18. No Partnership. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
19. Full Agreement, Modification, Invalidity, Counterparts, Captions. This Agreement, together with any Exhibits, completely and exclusively states the agreement of the parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
20. No Third Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other person.
21. Survival. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 1(c) (Indemnification), Section 2(a) (Site License), Section 2(g) (Indemnification), Section 4 (Warranty Disclaimer), Section 5 (Confidentiality; Permitted Disclosures; Publicity), Section 6 (Removal of System at Expiration), Section 7 and 8 (Representations and Warranties), Section 9 (Dispute Resolution; Governing Law), Section 10 (Limitations on Liability); Section 15 (Notice), Section 18 (No Partnership), Section 19 (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 20 (No Third Party Beneficiaries).

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This Agreement is authorized and executed by:

[Solar Storage Fund [D], LLC]

Name:
Title:

Date:

Customer

Name:
Title:

Date:

EXHIBIT 1—DESCRIPTION OF THE SITE AND THE SYSTEM; PRICING ASSUMPTIONS

1. Site and System. The System will be installed at the location and will be comprised of the components as set forth below:

Site Address	5555 Giant Hwy., Richmond CA
System	MegaPack / Tesla
Expected Commercial Operation Date	TBD
Battery Services Fee	\$0