

BATTERY SERVICES AGREEMENT

This Battery Services Agreement (this "Agreement"), entered into by SolarStorage Fund D, LLC ("SolarStorage") and Contra Costa County ("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, Customer desires to: (1) obtain certain advanced energy storage services (the "Services") for the purpose of reducing its utility costs at the Site; (2) grant license and easement 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 in accordance with the scope of work attached at Exhibit 2.
 - 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, in which case Customer shall be responsible for the cost of any such repair or maintenance expenses.
 - 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. Prepare and submit an application for California's Self-Generation Incentive Program (SGIP) rebates from Pacific Gas and Electric, PG&E, (the "Program Administrator") 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 SolarStorage's obligations under this Agreement in SolarStorage's reasonable discretion.

2. Customer's Obligations. Pursuant to this Agreement, Customer will:

- a. 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 ("Interconnection Agreement") with the local electric utility (the "Commercial Operation Date"), Customer shall begin to pay to SolarStorage the fees 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.
- b. Maintain the existing electrical equipment and related systems at the Site, excluding the System. 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.
- c. Refrain from modifying, repairing or otherwise performing any work on the System,. In addition, Customer shall not—and shall not permit any third party to—disassemble, reverse engineer, re-engineer or otherwise attempt to record or analyze the design or intellectual property associated with the System.
- d. Enter into an Interconnection Agreement as provided in Section 2(b) and ensure that the Interconnection Agreement remains in place and that the Site remains interconnected to the utility grid for the Term.
- e. 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. License and Easement.

- a. Easement. Customer hereby grants to SolarStorage and to SolarStorage's agents, employees, contractors, subcontractors, lenders, Financing Parties, and local electric utility personnel irrevocable, non-exclusive license, easement, and right-of-way running with the Site for access to, on, over, under, and across the Site (the "Easement") for the purpose of and including the right to (i) install, construct, operate, keep, maintain, access (including for laydown, storage, and staging), remove, and replace the System on the Site including the installation, use and maintenance of racking, mounts, anchors and ballasts; (ii) perform all of SolarStorage's obligations and enforce all of SolarStorage's rights set forth in this Agreement including the provision and sale of Services to Customer; and (iii) access and connect with the Site's electrical panels and conduits and install, use, and maintain electric lines and equipment, including inverters, meters, conductors, fittings, pull boxes, mounting hardware, asphalt, concrete, and disconnect equipment necessary or convenient to interconnect the System to Customer's electric system at the Site 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. The term of the Easement is the Term of this Agreement plus the period of time necessary for SolarStorage to remove the System, but in no case later than one hundred eighty (180) days after the Expiration Date (the "Easement Term"). During the Easement Term, Customer shall preserve and protect SolarStorage's rights under the Easement and shall not interfere with or permit any third parties to interfere with SolarStorage's rights or access.

- b. Breach. The breach or termination of the Easement by Customer, a Customer affiliate, or a person under Customer's control through no fault of SolarStorage shall be a Customer Default unless such termination is allowed pursuant to the terms hereof.
- c. Quiet Enjoyment. Customer represents and warrants to SolarStorage that there are no circumstances known to Customer or commitments to third parties (including, without limitation, mortgages or liens) that may damage, impair or otherwise adversely affect SolarStorage's rights under this Agreement or the System and/or its function. Customer represents and warrants that Customer has lawful title to the Site, the delivery point and tie-in gear that connect the System to Customer's existing electrical system in accordance with the scope of work attached as Exhibit 1, and full right to enter into this Agreement and that SolarStorage shall have quiet and peaceful use of the Site as provided herein and throughout the Term hereof free from any claim and without hindrance or disturbance to or interference with SolarStorage's quiet enjoyment thereof by any entity or person including by Customer or any of its agents, employees, invitees or independent contractors or by any entity, person or persons having or claiming an interest in the Site inconsistent with the rights expressly afforded SolarStorage herein. Customer will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect any System or its function. Customer will not conduct any activity that is reasonably likely to damage, impair or otherwise adversely affect the System or its function. Customer will not interfere with or handle any SolarStorage equipment or the System without written authorization from SolarStorage.
- d. Subordination. Customer agrees that it shall use commercially reasonable efforts to cause any purchaser, assignee, mortgagee, pledgee or other party to whom a lien or other security interest in the Site has been or may be granted (individually, each a "third party") to execute and deliver to SolarStorage a subordination and non-disturbance agreement ("SNDA"), in recordable form approved by SolarStorage (such approval not to be unreasonably withheld by SolarStorage), and as described below. Customer further acknowledges and agrees that the System is SolarStorage's personal property and may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Customer or by any person acting for, on behalf of, through, or for the benefit of Customer or a Customer's successor in interest. Any SNDA shall (i) acknowledge and consent to the SolarStorage's rights in the Site, (ii) acknowledge that the third party has no interest in the System or the Easement and shall not gain any interest in the System or Easement by virtue of the Parties' performance or breach of this Agreement, (iii) subordinate such third party's interest in the Site to the Easement and this Agreement, (iv) acknowledge that SolarStorage's rights in the Site granted hereunder shall run with the Site throughout the Easement Term, notwithstanding any sale, lease, transfer, assignment, mortgage, pledge or other alienation or encumbrance by or to the benefit of such third party, and (v) provide that so long as SolarStorage is not in default under this Agreement beyond the expiration of any applicable grace or cure period provided for hereunder, SolarStorage's right of peaceable and quiet use and enjoyment of the Site pursuant to the Easement shall not be disturbed by such third party.
- e. Utilities. Customer shall, unless otherwise specified in this Agreement, at no additional cost to SolarStorage, allow SolarStorage access to utilities on the Site as reasonably necessary or convenient for the construction, maintenance, repair, replacement, and/or operation of the System. In connection therewith, SolarStorage's use of the Site shall include the non-exclusive appurtenant right to the use of water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, conveyors and drainage ditches or canal systems on, connected to or maintained in connection with the Site. Customer shall have the obligation to maintain and repair all utilities as reasonably necessary or convenient for the use of SolarStorage in fulfilling its rights and obligations hereunder but shall not be obligated to obtain additional utility services or expand existing utility services except as required by SolarStorage at SolarStorage's cost.
- f. Right to Update This Agreement for Mutually Agreed Changes. The Parties acknowledge and agree that the configuration and location of the System(s) as of the Effective Date of this Agreement may be updated by the mutual agreement of the Parties after the Effective Date; wherefore, the Parties shall negotiate in good faith to execute an amendment to this Agreement to modify any exhibits hereto or provisions hereof, or provide for additional easements, in order to account for any such mutually agreed changes to the configuration or location of the System or to more accurately reflect the current configuration or location of the System.

- g. Right to Record. SolarStorage has the right to record a memorandum of easement to reflect the Easement and the recording costs for the same will be borne by SolarStorage. Customer shall cooperate in good faith with SolarStorage in signing and recording such memorandum of easement. SolarStorage also has the right to record or to have recorded a fixture filing, without prior consent of the Customer, that provides that the System is SolarStorage's (or a SolarStorage's designee's) personal property and may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Customer or by any person acting for, on behalf of, through, or for the benefit of Customer or a Customer's successor in interest.

4. SGIP Cooperation and Compliance

- a. Customer shall cooperate with and assist SolarStorage in SolarStorage's preparation, application, and compliance work related to the SGIP Incentives including (i) signing all SGIP application forms, (ii) providing data needed to complete such application forms, (iii) accommodating the SGIP Program Administrator post installation inspection and measurement and evaluation visits, and (iv) refrain from making any false or misleading statement, representations or warranties in connection with the SGIP Incentives. Customer acknowledges and agrees that the System's eligibility for SGIP Incentives may require the SGIP Program Administrator to inspect the System, the Site, and any equipment related to the operation, maintenance, repair, interconnection or other work performed on the System, including evaluation of Customer's utility meters. Notwithstanding anything to the contrary herein, SolarStorage shall have all right and authority to provide the California Public Utilities Commission ("CPUC") or the SGIP Program Administrator with access to the Site and the System as necessary to facilitate any inspections related to the SGIP Incentives.
- b. Customer agrees to share with and disclose to SolarStorage any communications that Customer receives from CPUC or the SGIP Program Administrator in connection with the System.
- 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. Customer further agrees to comply with any SolarStorage request concerning the designation of the recipient of any SGIP Incentives using any SGIP Incentive forms or documentation including signing an Incentive Claim Form designating a SolarStorage designee as payee of such incentives.
- d. Customer agrees not to (i) make any modifications or alternations to the System, or (ii) make any modifications the electrical infrastructure at the Site that would result in the failure or disconnection of the System such that the System becomes unable to operate as required to collect the SGIP Incentive.
- e. Customer agrees to reimburse SolarStorage for any damages that occur as a result of Customer's breach of this Agreement or other failure to meet its obligations hereunder including loss of SGIP Incentives, System removal costs, and any financing fees and pre-payment penalties.

5. 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.

6. **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.

7. **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 SolarStorage's ownership of environmental attributes and environmental incentives and any related reporting rights.

8. 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 Solar Storage 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.

9. 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.
 - e. Customer represents, warrants and covenants that Customer has lawful title to the Site and that throughout the Term, provided that no default by SolarStorage has occurred and continues beyond the expiration of applicable notice and cure periods, SolarStorage shall enjoy quiet and peaceful use and enjoyment of the Site to the extent of and pursuant to the Easement and rights granted herein, free from any claim inconsistent with the Easement and rights granted herein of any entity or person of superior title thereto without hindrance to or interference with SolarStorage's quiet enjoyment thereof, and neither Customer nor any person claiming by, through or under Customer shall disturb SolarStorage's quiet and peaceful use and enjoyment of the Easement.

10. 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, SolarStorage and Customer will make good-faith attempts to negotiate a mutually-acceptable solution. In the event that, after the expiration of 30 calendar days, from receipt of a Notice of a dispute under this Section, SolarStorage and Customer have not resolved such dispute, then, the Parties shall submit to non-binding mediation. In the event that the Parties are still unable to resolve the dispute following mediation (or if either Party fails to comply with its obligation to engage in informal negotiations or mediation), all disputes arising under, out of, or related to this Agreement shall be settled by binding arbitration by the American Arbitration Association ("AAA") under the arbitration rules of the AAA in force as of the date the AAA receives notice of arbitration. The seat and place of arbitration shall be San Francisco, California. The language of arbitration shall be English.

11. 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 [fifty thousand dollars (\$50,000)]. 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. The Limitations of Liability set forth in this Section 10 shall not apply to indemnification obligations or to Customer's obligations under Sections 4.e.
12. Term.
 - a. Term. This Agreement becomes effective upon the Effective Date and, unless earlier terminated or extended according to the provisions governing termination or extension contained herein, shall expire on the date that is ten (10) years after the Commercial Operation Date for the System (the "Expiration Date").
 - b. Customer Options Upon Expiration of Term.
 - i. Extension to Term. Upon prior written Notice to SolarStorage at least one-hundred eighty (180) days prior to the Expiration Date, Customer shall have the option to extend the term of this Agreement with respect to the Services for up to five (5) additional one (1)-year periods at the fair market price for the Services as determined by agreement of the Parties.
 - ii. Purchase of the System. If Customer has not elected to extend the term of this Agreement in accordance with Section 12.b.i, Customer shall have the option to purchase the System on the Expiration Date by providing SolarStorage written Notice of its intent to purchase the System no later than one-hundred and eighty (180) days prior to the Expiration Date, and paying SolarStorage the fair market value of the System ("FMV") no later than the relevant Expiration Date. The FMV shall be the value determined by the mutual agreement of Customer and SolarStorage within ten (10) days after receipt by SolarStorage of Customer's Notice of its election to purchase the System. If Customer and SolarStorage cannot mutually agree on the FMV within such ten (10) days, then the Parties shall jointly select a nationally recognized independent appraiser with experience and expertise in the energy storage industry appropriate to value such equipment after discussing relevant methods and assumptions with the Parties. The Parties shall enter an agreement with such appraiser in which the appraiser agrees to act reasonably and in good faith to determine the FMV and to deliver an FMV determination in a written opinion to the Parties setting forth the methods, assumptions and findings of its determination. The valuation made by the appraiser shall be binding on the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. To the extent transferable, the remaining period, if any, on all warranties for the System will be transferred from SolarStorage to Customer at Customer's sole expense. If the Parties are unable to agree on the selection of an appraiser, such appraiser shall be jointly selected by the appraiser firm proposed by the Customer and the appraiser firm proposed by the SolarStorage. If such appraiser firms are unable to agree on the selection of an appraiser, then an appraiser shall be selected in accordance with the procedures set forth in Section 10. Upon receipt by SolarStorage of payment of the FMV, title to the System shall transfer to Customer as-is, where-is with no further liabilities, obligations, covenants, representations or warranties to be requested or required from SolarStorage.

- iii. Return of System. If Customer does not exercise any of the options described in Sections 12.b.i and 12.b.ii, SolarStorage shall remove all of its tangible property comprising the System from the Site by a mutually convenient date but in no case later than ninety (90) days after the Expiration Date ("Removal Deadline"). Such cost to remove the System shall be borne by SolarStorage except to the extent that such cost is increased by the negligence or intentional misconduct of Customer. The portion of the Site on which the System was installed shall be returned to substantially the same condition of the Site as of the Effective Date (other than ordinary wear and tear and other reasonable marks that the System previously occupied and operated on the Site during the Term), and SolarStorage shall leave the portion of the Site on which the System was installed in neat and clean order. 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. The Removal Deadline shall be extended to account for any Customer-caused delays in providing or maintaining Site access for SolarStorage as necessary or appropriate to allow System removal.

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. 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 this Agreement pursuant to this Section, 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 immediately 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, and (3) all cure periods available to Financing Parties, as provided below, have expired.
 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 of such termination, 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.

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. Notwithstanding the foregoing, Customer may assign, transfer or otherwise convey the Site to an assignee if such assignee (1) agrees in writing to assume all of Customer's obligations hereunder and (2) simultaneously with such assignment, transfer or other conveyance, enters into a replacement Interconnection Agreement as required to maintain System eligibility for SGIP.
- c. 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 agree that SolarStorage may assign or transfer this Agreement to the Financing Parties. If requested by SolarStorage in connection with any such assignment or transfer, Customer agrees to execute an acknowledgement or consent to such assignment or transfer in customary form and reasonably acceptable to the Financing Parties. If SolarStorage requests more than two such acknowledgements, then SolarStorage shall reimburse Customer for reasonable documented fees and costs actually incurred as a result of the third such request and any such request thereafter. If a Financing Party so requests, Customer shall deliver an estoppel in which Customer certifies as to the existence of this Agreement, SolarStorage's good standing hereunder, and other customary certifications as reasonably requested by such Financing Party.
- d. 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 agrees that it shall 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 any cure periods shall begin tolling with respect to a Financing Party when such Financing Party receives notice of the underlying issue to be cured. If the Financing Party requires this Agreement to be modified in order 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 accordingly 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(d), 2(e) (Indemnification), Section 3 (License and Easement), Section 6 (Warranty Disclaimer), Section 7 (Confidentiality; Permitted Disclosures; Publicity), Section 12(b)(iii) (Return of System), Section 8 and 9 (Representations and Warranties), Section 10 (Dispute Resolution; Governing Law), Section 11 (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).
22. Taxes. Customer shall be responsible for paying any sales tax associated with payments of the Battery Services Fee. SolarStorage shall pay or cause to be paid any taxes assessed with respect to the System. If a Party is required to remit or pay Taxes that are the other Party's responsibility hereunder, such Party shall promptly pay the Taxes due and then seek and receive reimbursement from the other for such Taxes.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

This Agreement is authorized and executed by:

SolarStorage 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 94806
System	448.8kW / 1795.2 kWh
Expected Commercial Operation Date	7 / 9 / 2024
Battery Services Fee	\$25,000 / year

2. Proposed Location of Battery System at the Site :

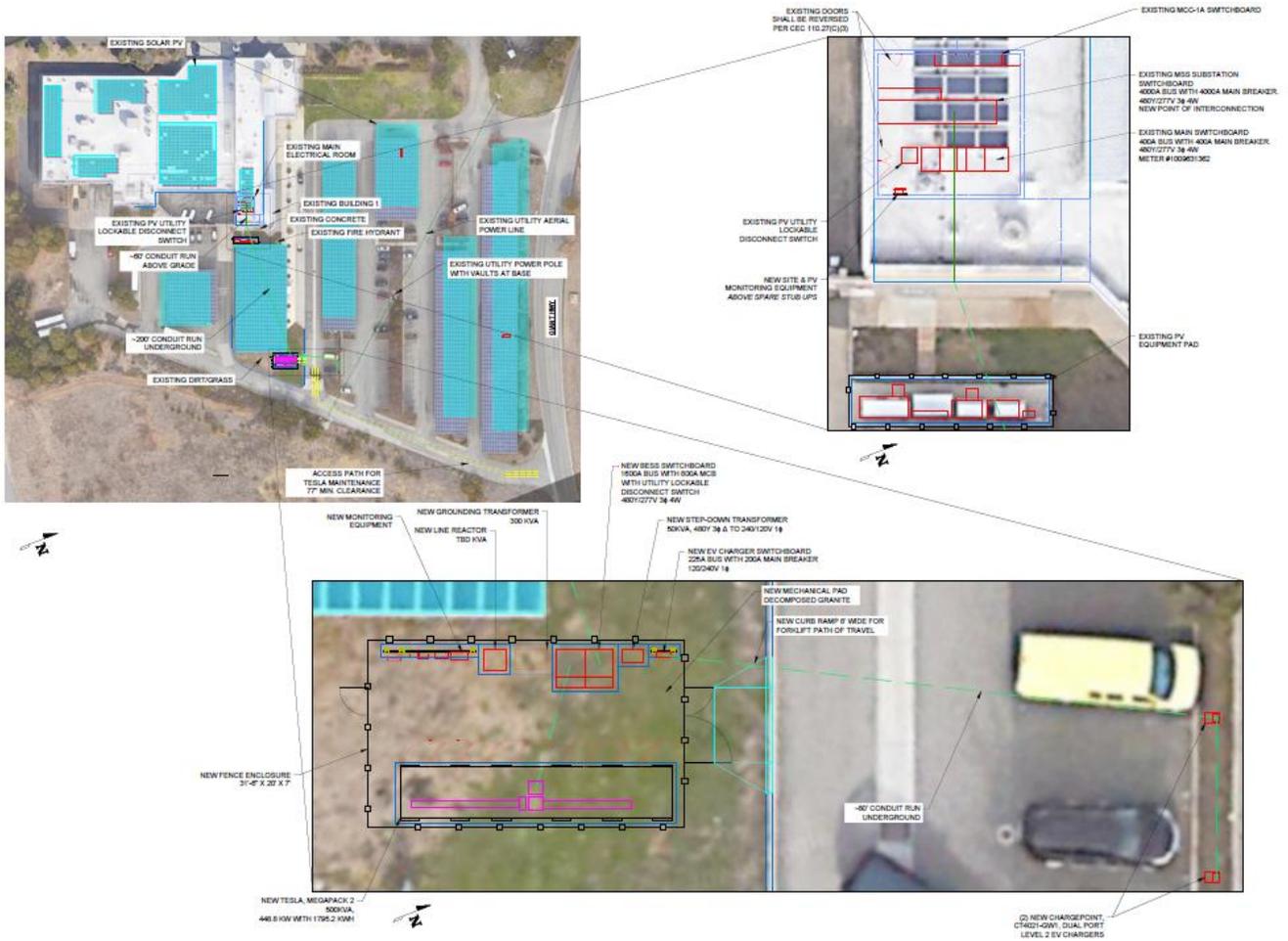


EXHIBIT 2 – SCOPE OF WORK

System Design and Scope

Battery Storage System Location and Tie-In

The Battery Storage System will be constructed to the design and specifications and in the location as illustrated in the drawing provided in Exhibit 1. The Battery Storage System will be installed on the ground with a standard concrete pad, located within 260 feet of the electrical tie-in location. Trenches will bury conduits 2' deep and follow NEC code requirements for conduit spacing.

Design includes EMT conduit with rain-tight compression fittings for above ground installations and PVC for below ground installations.

Interconnection

Facility Equipment

The System will interconnect at Customer's MSS Substation at 480/277 Volts with ample current capacity to accept the System. The existing panel is assumed to have provisions to accept cable connections as a line side tap. Panel or bus bar reconfiguration is not included.

Foundations, Soil Conditions and Site Preparation

Foundations

The following foundation is assumed for the battery storage system: 8" thick, 4000 PSI, concrete pad. Sizes are site specific and show on the BESS layouts.

Slope Tolerance

Slope of the battery storage system should be no more than 2% in any direction.

Commissioning

The battery storage system will be commissioned on site by a manufacturer's representative or qualified technician in accordance with the manufacture's requirements and procedures.

Pricing Assumptions

This Agreement is based upon SolarStorage's review of all documents available at time of the site walk.

SolarStorage has included in this Agreement a ground mounted battery storage system that includes battery banks, inverter, equipment pads, monitoring system and standard interconnection that includes all interconnection related equipment on the customer side of the meter, including panel circuit breakers, utility and/or visible utility lockable disconnect switches, metering, conduit, and wiring. The system will be constructed to the design, specifications and schedule as shown in layouts in this exhibit.

This Agreement includes the following assumptions and conditions. Should any of the assumptions or conditions vary, this Agreement may be updated by the mutual agreement of the Parties in accordance with section 3.f.

Labor

Overtime and special shift requirements

SolarStorage has included cost for work to be performed during regular business hours between 7:00 am and 5:00 pm. Overtime and special shift requirements are not included.

Prevailing Wages

SolarStorage has included prevailing wage.

System Design & Scope

Electrical Equipment and Conductors

Battery installation will interconnect to the customer's existing switchboard on the line side of the main breaker. It is assumed that there is enough space in the existing switchboard to accommodate the cables in the cabinet and cable limiters landing on the existing bussing. Battery equipment, conduit and the point of interconnection are in the locations as shown on the drawings in this exhibit and is assumed to be in an acceptable location from a real estate and drainage perspective.

EV Chargers

Two dual port EV chargers including a step down transformer will be installed within 80 feet of the battery switchboard.

Utility Interconnection & Requirements

Coordination of shutdown may be required with customer and local utility. If facility power is required during the shutdown, SolarStorage can add the cost for generator rental.

This Agreement assumes all utility-owned electrical equipment serving the sites electrical distribution system has adequate capacity to handle the battery storage system output. Cost and day for day time extension for any required upgrades including transformers as a result of the interconnection application and or study will be the responsibility of the customer.

Codes & Studies

This Agreement includes arc flash studies only.

ADA

This Agreement excludes requirements for accessibility upgrades and accessibility design.

This Agreement assumes that the California Green Building Standards Code does not apply as our project is not anticipated to generate additional traffic or add parking spaces.

Painting

Materials are factory-finished or non-corrosive and will not need painting for weather protection or aesthetic reasons.

Landscaping

The removal of trees and light posts are excluded.

Site landscaping and irrigation reconfiguration to complete any foundation construction is not included.

Fencing

A 8-0', 9-gauge, 2" galvanized wire mesh chain-link fence with gate around perimeter electrical equipment pad locations is included. 4" bollards are included only in areas subject to vehicle impact.

Site & Construction Conditions

Soils and Structural Foundations

Existing site soil is assumed to have no seismic-related hazards (e.g. faults, liquefaction, seismically-induced settlement, lateral spreading), limited expansiveness

This Agreement assumes that if ground water or dewatering, sub grade rocks, or other unforeseen underground structures are encountered and there is a need to slurry and re-drill or dewater site, then additional costs will be the responsibility of the customer.

Existing site soil is assumed to have the following characteristics:

- IBC or UBC Table 1804A.2, Class 3 or equivalent Non-hazardous, sandy gravel and/or gravel
- Allowable foundation pressure greater than or equal to 2000 psf Lateral Bearing strength below grade equal to 200 (Lbs./Sq. Ft./Ft. of depth)
- Lateral sliding coefficient of friction greater than or equal to 0.35. No sub-grade rocks or rock formations
- Adequate drainage
- No seismic-related hazards (e.g. faults, liquefaction, seismically-induced settlement, lateral spreading) Limited expansiveness
- Low to moderate corrosiveness (PH is less than 5.5, electrical resistivity is more than 1000 OHM-cm, chloride is less than 500 ppm, sulfate is less than 2000 ppm)
- Depth to start of passive pressure is 0.5 feet.

Use of Facilities

On-site water and power will be available for construction with no restrictions and at no charge to SolarStorage.

Special handling of site materials

Testing for removal and disposal of any existing hazardous waste materials, contaminated soils, or any other unforeseen site conditions that require special handling are not included.

Drainage

Changes to the onsite drainage have not been included in this Agreement.

Testing and Inspections

SolarStorage assumes all Special Inspections and Inspector of Record (IOR) shall be paid for and contracted by the Customer.

Security and Lighting

Lighting and security have not been priced in this Agreement.