

WORK ORDER

EV Charging Stations, Support & Software Services

This Work Order (this "Work Order") is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR, dated June 27th, 2023, and amended as of the date hereof (as amended, the "MSA"), by and between County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and PowerFlex Systems, LLC ("Contractor" or "PowerFlex"), and consists of this Work Order, the MSA (together with any amendments thereto), and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the "Contract"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. To the extent there is any conflict between the terms of the MSA and the terms of this Work Order, the terms of the MSA shall control. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** 95-6002833
2. **Work Order Effective Date:** _____
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project's Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project's "Final Completion Date" means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Products and Services:**
 - Payment of \$343,079 for Hardware
 - Payment of \$3,423 for one year for Software Services (\$156.30/L2 port per year; \$465/L3 port per year)
 - Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.

5. Project:

- a. Project Name:** Animal Services Foster Road
- b. Project Site:** 548 W Foster Road, Santa Maria, CA 93455
- c. Delivery Point Address:** 548 W Foster Road, Santa Maria, CA 93455
- d. Project Host:** **County of Santa Barbara**
- e. County Capital Project Number:** **24044**
- f. Summary of Services (the "Work")**

Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the **"Project"**):

 - 10 - Level 2 Electric Vehicle Charging Stations
 - 4 - Level 3 Electric Vehicle Charging Stations
 - 6 - Pedestals
 - 1 - Nexus Load Management Controllers
 - 0 - Kiosks

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency ("Deliverables"):**

Delivery of Electric Vehicle Charging Stations and Software

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: Ten (10) LiteOn IC 80 ISO, LTE - L2

Charging Unit 25ft Cable

Level 3 Electric Vehicle Charging Stations: Four (4) Zerova DS180, 180kW, One

300A Natural-Cooled CCS1 23ft Cable + One 380A NACS 23ft Cable;

Four (4) Zerova DS120/180 Cable Management System 23ft for 200A Dual CCS1;

Four (4) Zerova Nayax CCR + Bracket for DC Units

Pedestals: Six (6) 8' x 5" Silver with Cable Management System

Nexus Load Management Controllers: One (1) Nexus Core 120V w/ WiFi Access Point

Kiosks: N/A

Software: Ten (10) L2 Commercial Software & Support Subscription (1 Year)

Four (4) L3 Commercial Software & Support Subscription (1 Year)

Delivery date(s) and time(s): TBD upon execution of Work Order

Other delivery instructions:

Provide review of PowerFlex system elements on plans by County's EV Charging Station Electrical Engineer and/or Installation Contractor:

1. Conduct a quality control review of PowerFlex system components within project plans delivered to PowerFlex by COUNTY.
2. Provide any revisions the project plans delivered to PowerFlex by COUNTY as may be needed with respect to PowerFlex system components.
3. Provide technical support on PowerFlex system components during installation and commissioning as needed.

Ongoing software services as indicated below:

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management

capabilities such as adaptive charging.

Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:

1. Access to PowerFlex support team Mon-Sat 3:00 am-8:00 pm Pacific Time via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Driver access to PowerFlex support team 24/7/365 via the PowerFlex driver support email support@powerflex.com and phone number 833-479-7359 to include remote session troubleshooting and assistance with the driver app.
3. Remote monitoring and remote troubleshooting of load management controller.
4. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

Additional onsite maintenance Services as indicated below:

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

8. Energy Cost Recovery.

- (A) During the Work Order Term, Contractor shall collect and deliver to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network. Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the "**Energy Reimbursement Report**") documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.
- (B) Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected (if any) from end-users of the System during the immediately preceding calendar quarter, less applicable Transaction Energy Reimbursement Fees (defined below), which it shall withhold as its compensation hereunder (the aggregate quarterly amount net of Transaction Energy Reimbursement Fees, an "Energy Reimbursement Payment"); provided however, that pro-rated Energy Reimbursement Payments may also be paid upon expiration or termination of this Work Order. Contractor shall reimburse fees collected from end-users and is not responsible for costs incurred where no fees are collected unless such inability to collect fees is within Contractor's control and is solely a result of the unavailability and/or malfunctioning of the Project and/or the PowerFlex Platform. For example, Project end-users may initiate a charging session but fail to claim the session, resulting in a disbursement of energy without fees being charged to the Project end-user. Energy Reimbursement

Payments may not be an exact match for energy usage to maintain and operate the Project.

- (C) “Transaction Energy Reimbursement Fees” means a fee equal to 7% of Base Fees, charged by PowerFlex in exchange for PowerFlex’s collection and processing of Base Fees on behalf of Client. Transaction Energy Reimbursement Fees may be adjusted for each renewal term upon PowerFlex providing sixty (60) days prior written notice to Client.
- (D) Base Fees. As of the date hereof, COUNTY has directed Contractor not to charge any base fee (collectively, the "Base Fees") to Project end-users, provided that COUNTY may request in writing that Contractor make an adjustment to the Base Fees after the date hereof.

9. Compensation for Ongoing Services

Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year. The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with internal labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all labor, materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor for ongoing services under this Work Order, excluding for all onsite maintenance services, is \$3,423.

10. Term; Expiration. The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the "**Work Order Term**").

11. Project Contact Information:

COUNTY Representative: Name: _____ Phone Number: _____	Contractor Representative: Name: _____ Phone Number: _____
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THIS WORK ORDER IS AGREED TO AND ACCEPTED as of _____, by and between:

County of Santa Barbara

POWERFLEX SYSTEMS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT 1

EV Charging Hardware L2: \$2,205 /port	\$360,110	(10) LiteOn IC 80 ISO, LTE - L2 Charging Unit 25ft Cable (10) L2 PowerFlex X Remote Commissioning Fee (\$/port) (4) Zerova DS180, 180kW, One 300A Natural-Cooled CCS1 23ft Cable + One 380A NACS 23ft Cable (4) L3 PowerFlex X Remote Commissioning Fee (\$/port) (6) Pedestal 8' x 5" Silver with Cable Management System (1) Nexus Core 120V w/ WiFi Access Point (4) Zerova DS120/180 Cable Management System 23ft for 200A Dual (4) Zerova Nayax CCR + Bracket for DC Units
Review and technical support of PowerFlex system components	\$500	
Shipping	\$2,209	
Sales Tax	\$24,481	7.750%
Discount	(\$44,222)	Total PowerFlex Equipment & Installation Discounts
Equipment & Installation Total	\$343,079	Includes \$44,222 discount on Hardware.
Network & Service Plans (Cash Sale)	\$5,610	(10) L2 Commercial Software & Support Subscription (1 Year) (4) L3 Commercial Software & Support Subscription (1 Year)
Network & Service Discount	(\$2,187)	Total PowerFlex Network & Service Discounts
Operations & Maintenance Total	\$3,423	Includes \$2,187 discount on Network & Service plans.
Total Project Cost	\$346,502	Pricing valid until 01/23/2026. Includes 1 year of Network & Service Plans in price.

END OF EXHIBIT 1

EXHIBIT 2

Assignment Of LCFS Credits Agreement

Site Address: 548 W Foster Road, Santa Maria, CA 93455

System Description: As defined below

System Owner: COUNTY OF SANTA BARBARA

System Owner Address: 105 E. Anapamu Street, Santa Barbara, California, 93101

System Owner's Federal EIN: 95-6002833

PowerFlex Systems, LLC Federal EIN: 82-3070669

This Assignment of LCFS Credits Agreement ("**Assignment**") is entered into as of _____, by and between **County of Santa Barbara** (the "**Assignor**"), and **PowerFlex Systems, LLC** (the "**Assignee**"), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS, Assignor entered into that certain AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT (as amended, the "**MSA**");

WHEREAS, under the MSA, the Parties entered into Work Order dated as of the date hereof (the "**Work Order**") for the sale and installation by Assignee of electric vehicle charging stations (the "**System**");

WHEREAS, California's Low Carbon Fuel Standard ("**LCFS**") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, "**CARB**") may issue LCFS credits for the System; and

WHEREAS, under the MSA, the Parties entered into Work Order (the "**Work Order**"), dated as of the date hereof and effective on the Final Completion Date (as defined in the MSA) for a minimum five-year term pursuant to which Assignee will provide certain hardware and/or software services for the System during the term specified therein (the "**Term**") in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the "**LCFS Credits**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the "**Effective Date**") and shall remain in effect for the duration of the Term (as defined in the Work Order) and any extension of such Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.

2. **ASSIGNMENT:** As of the Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits for the Term. As of the Effective Date, Assignee hereby assumes all of Assignor's interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR'S REPRESENTATIONS:** Assignor warrants that the Assignor's right to claim LCFS Credits transferred in this Assignment is free of lien, encumbrance, prior transfer or adverse claim arising by or through Assignor.
4. **DESIGNATION AS CREDIT GENERATOR.** In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor hereby designates Assignee to be the credit generator for the System during the Term. During the Term, Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
5. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
6. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
7. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.
8. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

County of Santa Barbara	PowerFlex Systems, LLC
By:	By:
Name:	Name:
Title:	Title:

END OF EXHIBIT 2

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WORK ORDER

EV Charging Stations, Support & Software Services

This Work Order (this "Work Order") is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR, dated June 27th, 2023, and amended as of the date hereof (as amended, the "MSA"), by and between County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and PowerFlex Systems, LLC ("Contractor" or "PowerFlex"), and consists of this Work Order, the MSA (together with any amendments thereto), and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the "Contract"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. To the extent there is any conflict between the terms of the MSA and the terms of this Work Order, the terms of the MSA shall control. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** 95-6002833
2. **Work Order Effective Date:** _____
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project's Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project's "Final Completion Date" means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Products and Services:**
 - Payment of \$112,536 for Hardware
 - Payment of \$2,341 for one year for Software Services (\$156.30/L2 port per year; \$465/L3 port per year)
 - Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.

5. **Project:**

- a. **Project Name:** Casa Nueva Calle Real
- b. **Project Site:** 260 N San Antonio Rd. Santa Barbara CA, 93110
- c. **Delivery Point Address:** 260 N San Antonio Rd. Santa Barbara CA, 93110
- d. **Project Host:** **County of Santa Barbara**
- e. **County Capital Project Number:** **24047**
- f. **Summary of Services (the "Work")**
Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the **"Project"**):
 - 12 - Level 2 Electric Vehicle Charging Stations
 - 1 - Level 3 Electric Vehicle Charging Stations
 - 5 - Pedestals
 - 1 - Nexus Load Management Controllers
 - 0 - Kiosks

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency ("Deliverables"):**

Delivery of Electric Vehicle Charging Stations and Software

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: Twelve (12) LiteOn IC 80 ISO, LTE - L2 Charging Unit 25ft Cable

Level 3 Electric Vehicle Charging Stations: One (1) Zerova DS180, 180kW, One 300A Natural-Cooled CCS1 15ft Cable + One 380A NACS 15ft Cable;

One (1) Zerova DS120/180 Cable Management System 15ft for 200A Dual CCS1;

One (1) Zerova Nayax CCR + Bracket for DC Units

Pedestals: Five (5) 8' x 5" Silver with Cable Management System

Nexus Load Management Controllers: One (1) Nexus Core 120V w/ WiFi Access Point

Kiosks: N/A

Software: Twelve (12) L2 Commercial Software & Support Subscription (1 Year)
One (1) L3 Commercial Software & Support Subscription (1 Year)

Delivery date(s) and time(s): TBD upon execution of Work Order

Other delivery instructions:

Provide review of PowerFlex system elements on plans by County's EV Charging Station Electrical Engineer and/or Installation Contractor:

1. Conduct a quality control review of PowerFlex system components within project plans delivered to PowerFlex by COUNTY.
2. Provide any revisions the project plans delivered to PowerFlex by COUNTY as may be needed with respect to PowerFlex system components.
3. Provide technical support on PowerFlex system components during installation and commissioning as needed.

Ongoing software services as indicated below:

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:

1. Access to PowerFlex support team Mon-Sat 3:00 am-8:00 pm Pacific Time via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Driver access to PowerFlex support team 24/7/365 via the PowerFlex driver support email support@powerflex.com and phone number 833-479-7359 to include remote session troubleshooting and assistance with the driver app.
3. Remote monitoring and remote troubleshooting of load management controller.
4. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

Additional onsite maintenance Services as indicated below:

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

- (A) During the Work Order Term, Contractor shall collect and deliver to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network. Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the "**Energy Reimbursement Report**") documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.
- (B) Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected (if any) from end-users of the System during the immediately preceding calendar quarter, less applicable Transaction Energy Reimbursement Fees (defined below), which it shall withhold as its compensation hereunder (the aggregate quarterly amount net of Transaction Energy Reimbursement Fees, an "Energy Reimbursement Payment"); provided however, that pro-rated Energy Reimbursement Payments may also be paid upon expiration or termination of this Work Order. Contractor shall reimburse fees collected from end-users and is not responsible for costs incurred where no fees are collected unless such inability to collect fees is within Contractor's control and is solely a result of the unavailability and/or malfunctioning of the Project and/or the PowerFlex Platform. For example, Project end-users may initiate a charging session but fail to claim the session, resulting in a disbursement of energy without fees being charged to the Project end-user. Energy Reimbursement Payments may not be an exact match for energy usage to maintain and operate the Project.
- (C) "Transaction Energy Reimbursement Fees" means a fee equal to 7% of Base Fees, charged by PowerFlex in exchange for PowerFlex's collection and processing of Base Fees on behalf of Client. Transaction Energy Reimbursement Fees may be adjusted for each renewal term upon PowerFlex providing sixty (60) days prior written notice to Client.
- (D) Base Fees. As of the date hereof, COUNTY has directed Contractor not to charge any base fee (collectively, the "Base Fees") to Project end-users, provided that COUNTY may request in writing that Contractor make an adjustment to the Base Fees after the date hereof.

9. Compensation for Ongoing Services

Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year. The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this

Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with internal labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all labor, materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor for ongoing services under this Work Order, excluding for all onsite maintenance services, is \$2,341.

10. Term; Expiration. The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the "**Work Order Term**").

11. Project Contact Information:

COUNTY Representative: Name: _____ Phone Number: _____	Contractor Representative: Name: _____ Phone Number: _____
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THIS WORK ORDER IS AGREED TO AND ACCEPTED as of _____, by and between:

County of Santa Barbara

POWERFLEX SYSTEMS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT 1

EV Charging Hardware L2: \$2,205 /port	\$114,780	(12) LiteOn IC 80 ISO, LTE - L2 Charging Unit 25ft Cable (12) L2 PowerFlex X Remote Commissioning Fee (\$/port) (1) Zerova DS180, 180kW, One 300A Natural-Cooled CCS1 15ft Cable + One 380A NACS 15ft Cable (1) L3 PowerFlex X Remote Commissioning Fee (\$/port) (5) Pedestal 8' x 5" Silver with Cable Management System (1) Nexus Core 120V w/ WiFi Access Point (1) Zerova DS120/180 Cable Management System 15ft for 200A Dual CCS1 (1) Zerova Nayax CCR + Bracket for DC Units
Review and technical support of PowerFlex system components	\$500	
Shipping	\$929	
Sales Tax	\$8,940	8.750%
Discount	(\$12,613)	Total PowerFlex Equipment & Installation Discounts
Equipment & Installation Total	\$112,536	Includes \$12,613 discount on Hardware.
Network & Service Plans (Cash Sale)	\$4,395	(12) L2 Commercial Software & Support Subscription (1 Year) (1) L3 Commercial Software & Support Subscription (1 Year)
Network & Service Discount	(\$2,054)	Total PowerFlex Network & Service Discounts
Operations & Maintenance Total	\$2,341	Includes \$2,054 discount on Network & Service plans.
Total Project Cost	\$114,877	Pricing valid until 01/23/2026. Includes 1 year of Network & Service Plans in price.

END OF EXHIBIT 1

EXHIBIT 2

Assignment Of LCFS Credits Agreement

Site Address: 260 N San Antonio Rd. Santa Barbara CA, 93110

System Description: As defined below

System Owner: COUNTY OF SANTA BARBARA

System Owner Address: 105 E. Anapamu Street, Santa Barbara, California, 93101

System Owner's Federal EIN: 95-6002833

PowerFlex Systems, LLC Federal EIN: 82-3070669

This Assignment of LCFS Credits Agreement (“**Assignment**”) is entered into as of _____, by and between **County of Santa Barbara** (the “**Assignor**”), and **PowerFlex Systems, LLC** (the “**Assignee**”), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

WHEREAS, Assignor entered into that certain AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT (as amended, the “**MSA**”);

WHEREAS, under the MSA, the Parties entered into Work Order dated as of the date hereof (the “**Work Order**”) for the sale and installation by Assignee of electric vehicle charging stations (the “**System**”);

WHEREAS, California’s Low Carbon Fuel Standard (“**LCFS**”) was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, “**CARB**”) may issue LCFS credits for the System; and

WHEREAS, under the MSA, the Parties entered into Work Order (the “**Work Order**”), dated as of the date hereof and effective on the Final Completion Date (as defined in the MSA) for a minimum five-year term pursuant to which Assignee will provide certain hardware and/or software services for the System during the term specified therein (the “**Term**”) in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the “**LCFS Credits**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the “**Effective Date**”) and shall remain in effect for the duration of the Term (as defined in the Work Order) and any extension of such Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.

2. **ASSIGNMENT:** As of the Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits for the Term. As of the Effective Date, Assignee hereby assumes all of Assignor's interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR'S REPRESENTATIONS:** Assignor warrants that the Assignor's right to claim LCFS Credits transferred in this Assignment is free of lien, encumbrance, prior transfer or adverse claim arising by or through Assignor.
4. **DESIGNATION AS CREDIT GENERATOR.** In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor hereby designates Assignee to be the credit generator for the System during the Term. During the Term, Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
5. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
6. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
7. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.
8. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

County of Santa Barbara	PowerFlex Systems, LLC
By:	By:
Name:	Name:
Title:	Title:

END OF EXHIBIT 2

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WORK ORDER

EV Charging Stations, Support & Software Services

This Work Order (this "Work Order") is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR, dated June 27th, 2023, and amended as of the date hereof (as amended, the "MSA"), by and between County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and PowerFlex Systems, LLC ("Contractor" or "PowerFlex"), and consists of this Work Order, the MSA (together with any amendments thereto), and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the "Contract"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. To the extent there is any conflict between the terms of the MSA and the terms of this Work Order, the terms of the MSA shall control. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** **95-6002833**
2. **Work Order Effective Date:** _____
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project's Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project's "Final Completion Date" means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Products and Services:**
 - Payment of \$635,785 for Hardware
 - Payment of \$5,283 for one year for Software Services (\$156.30/L2 port per year; \$465/L3 port per year)
 - Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.

5. **Project:**

- a. **Project Name:** Foster Road Yard
- b. **Project Site:** 912 W Foster Road, Santa Maria, CA 93455
- c. **Delivery Point Address:** 912 W Foster Road, Santa Maria, CA 93455
- d. **Project Host:** **County of Santa Barbara**
- e. **County Capital Project Number:** **24042**
- f. **Summary of Services (the "Work")**
Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the **"Project"**):
 - 10 - Level 2 Electric Vehicle Charging Stations
 - 8 - Level 3 Electric Vehicle Charging Stations
 - 6 - Pedestals
 - 1 - Nexus Load Management Controllers
 - 0 - Kiosks

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency ("Deliverables"):**

Delivery of Electric Vehicle Charging Stations and Software

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: Ten (10) LiteOn IC 80 ISO, LTE - L2 Charging Unit 25ft Cable

Level 3 Electric Vehicle Charging Stations: Eight (8) Zerova DS180, 180kW, One 300A Natural-Cooled CCS1 23ft Cable + One 380A NACS 23ft Cable;

Eight (8) Zerova DS120/180 Cable Management System 23ft for 200A Dual CCS1

Pedestals: Six (6) 8' x 5" Silver with Cable Management System

Nexus Load Management Controllers: One (1) Nexus Core 120V w/ WiFi Access Point

Kiosks: N/A

Software: Ten (10) L2 Commercial Software & Support Subscription (1 Year)

Eight (8) L3 Commercial Software & Support Subscription (1 Year)

Delivery date(s) and time(s): TBD upon execution of Work Order

Other delivery instructions:

Provide review of PowerFlex system elements on plans by County's EV Charging Station Electrical Engineer and/or Installation Contractor:

1. Conduct a quality control review of PowerFlex system components within project plans delivered to PowerFlex by COUNTY.
2. Provide any revisions the project plans delivered to PowerFlex by COUNTY as may be needed with respect to PowerFlex system components.
3. Provide technical support on PowerFlex system components during installation and commissioning as needed.

Ongoing software services as indicated below:

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:

1. Access to PowerFlex support team Mon-Sat 3:00 am-8:00 pm Pacific Time via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Driver access to PowerFlex support team 24/7/365 via the PowerFlex driver support email support@powerflex.com and phone number 833-479-7359 to include remote session troubleshooting and assistance with the driver app.
3. Remote monitoring and remote troubleshooting of load management controller.
4. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

Additional onsite maintenance Services as indicated below:

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

8. Energy Cost Recovery.

- (A) During the Work Order Term, Contractor shall collect and deliver to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network. Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the "**Energy Reimbursement Report**") documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.
- (B) Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected (if any) from end-users of the System during the immediately preceding calendar quarter, less applicable Transaction Energy Reimbursement Fees (defined below), which it shall withhold as its compensation hereunder (the aggregate quarterly amount net of Transaction Energy Reimbursement Fees, an "Energy Reimbursement Payment"); provided however, that pro-rated Energy Reimbursement Payments may also be paid upon expiration or termination of this Work Order. Contractor shall reimburse fees collected from end-users and is not responsible for costs incurred where no fees are collected unless such inability to collect fees is within Contractor's control and is solely a result of the unavailability and/or malfunctioning of the Project and/or the PowerFlex Platform. For example, Project end-users may initiate a charging session but fail to claim the session, resulting in a disbursement of energy without fees being charged to the Project end-user. Energy Reimbursement Payments may not be an exact match for energy usage to maintain and operate the Project.
- (C) "Transaction Energy Reimbursement Fees" means a fee equal to 7% of Base Fees, charged by PowerFlex in exchange for PowerFlex's collection and processing of Base Fees on behalf of Client. Transaction Energy Reimbursement Fees may be adjusted for each renewal term upon PowerFlex providing sixty (60) days prior written notice to Client.
- (D) Base Fees. As of the date hereof, COUNTY has directed Contractor not to charge any base fee (collectively, the "Base Fees") to Project end-users, provided that COUNTY may request in writing that Contractor make an adjustment to the Base Fees after the date hereof.

9. Compensation for Ongoing Services

Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year. The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this

Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with internal labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all labor, materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor for ongoing services under this Work Order, excluding for all onsite maintenance services, is \$5,283.

10. Term; Expiration. The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the "**Work Order Term**").

11. Project Contact Information:

COUNTY Representative: Name: _____ Phone Number: _____	Contractor Representative: Name: _____ Phone Number: _____
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THIS WORK ORDER IS AGREED TO AND ACCEPTED as of _____, by and between:

County of Santa Barbara

POWERFLEX SYSTEMS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT 1

EV Charging Hardware L2: \$2,205 /port	\$666,550	(10) LiteOn IC 80 ISO, LTE - L2 Charging Unit 25ft Cable (10) L2 PowerFlex X Remote Commissioning Fee (\$/port) (8) Zerova DS180, 180kW, One 300A Natural-Cooled CCS1 23ft Cable + One 380A NACS 23ft Cable (8) L3 PowerFlex X Remote Commissioning Fee (\$/port) (6) Pedestal 8' x 5" Silver with Cable Management System (1) Nexus Core 120V w/ WiFi Access Point (8) Zerova DS120/180 Cable Management System 23ft for 200A Dual
Review and technical support of PowerFlex system components	\$500	
Shipping	\$3,930	
Sales Tax	\$50,799	8.750%
Discount	(\$85,994)	Total PowerFlex Equipment & Installation Discounts
Equipment & Installation Total	\$635,785	Includes \$85,994 discount on Hardware.
Network & Service Plans (Cash Sale)	\$8,070	(10) L2 Commercial Software & Support Subscription (1 Year) (8) L3 Commercial Software & Support Subscription (1 Year)
Network & Service Discount	(\$2,787)	Total PowerFlex Network & Service Discounts
Operations & Maintenance Total	\$5,283	Includes \$2,787 discount on Network & Service plans.
Total Project Cost	\$641,068	Pricing valid until 01/23/2026. Includes 1 year of Network & Service Plans in price.

END OF EXHIBIT 1

EXHIBIT 2

Assignment Of LCFS Credits Agreement

Site Address: 912 W Foster Road, Santa Maria, CA 93455

System Description: As defined below

System Owner: COUNTY OF SANTA BARBARA

System Owner Address: 105 E. Anapamu Street, Santa Barbara, California, 93101

System Owner's Federal EIN: 95-6002833

PowerFlex Systems, LLC Federal EIN: 82-3070669

This Assignment of LCFS Credits Agreement ("**Assignment**") is entered into as of _____, by and between **County of Santa Barbara** (the "**Assignor**"), and **PowerFlex Systems, LLC** (the "**Assignee**"), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS, Assignor entered into that certain AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT (as amended, the "**MSA**");

WHEREAS, under the MSA, the Parties entered into Work Order dated as of the date hereof (the "**Work Order**") for the sale and installation by Assignee of electric vehicle charging stations (the "**System**");

WHEREAS, California's Low Carbon Fuel Standard ("**LCFS**") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, "**CARB**") may issue LCFS credits for the System; and

WHEREAS, under the MSA, the Parties entered into Work Order (the "**Work Order**"), dated as of the date hereof and effective on the Final Completion Date (as defined in the MSA) for a minimum five-year term pursuant to which Assignee will provide certain hardware and/or software services for the System during the term specified therein (the "**Term**") in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the "**LCFS Credits**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the "**Effective Date**") and shall remain in effect for the duration of the Term (as defined in the Work Order) and any extension of such Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.

2. **ASSIGNMENT:** As of the Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits for the Term. As of the Effective Date, Assignee hereby assumes all of Assignor's interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR'S REPRESENTATIONS:** Assignor warrants that the Assignor's right to claim LCFS Credits transferred in this Assignment is free of lien, encumbrance, prior transfer or adverse claim arising by or through Assignor.
4. **DESIGNATION AS CREDIT GENERATOR.** In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor hereby designates Assignee to be the credit generator for the System during the Term. During the Term, Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
5. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
6. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
7. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.
8. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

County of Santa Barbara	PowerFlex Systems, LLC
By:	By:
Name:	Name:
Title:	Title:

END OF EXHIBIT 2

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WORK ORDER

EV Charging Stations, Support & Software Services

This Work Order (this "Work Order") is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR, dated June 27th, 2023, and amended as of the date hereof (as amended, the "MSA"), by and between County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and PowerFlex Systems, LLC ("Contractor" or "PowerFlex"), and consists of this Work Order, the MSA (together with any amendments thereto), and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the "Contract"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. To the extent there is any conflict between the terms of the MSA and the terms of this Work Order, the terms of the MSA shall control. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** **95-6002833**
2. **Work Order Effective Date:** _____
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project's Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project's "Final Completion Date" means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Products and Services:**
 - Payment of \$166,253 for Hardware
 - Payment of \$1,555 for one year for Software Services (\$156.30/L2 port per year; \$465/L3 port per year)
 - Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.

5. **Project:**

- a. **Project Name:** N. Co. Parks Yard Waller Park
- b. **Project Site:** 300 Goodwin Road, Santa Maria, CA 93455
- c. **Delivery Point Address:** 300 Goodwin Road, Santa Maria, CA 93455
- d. **Project Host:** **County of Santa Barbara**
- e. **County Capital Project Number:** **24043**
- f. **Summary of Services (the "Work")**
Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the **"Project"**):
 - 4 - Level 2 Electric Vehicle Charging Stations
 - 2 - Level 3 Electric Vehicle Charging Stations
 - 3 - Pedestals
 - 1 - Nexus Load Management Controllers
 - 0 - Kiosks

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency ("Deliverables"):**

Delivery of Electric Vehicle Charging Stations and Software

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: Four (4) LiteOn IC 80 ISO, LTE - L2

Charging Unit 25ft Cable

Level 3 Electric Vehicle Charging Stations: Two (2) Zerova DS180, 180kW, One 300A

Natural-Cooled CCS1 23ft Cable + One 380A NACS 23ft Cable;

Two (2) Zerova DS120/180 Cable Management System 15ft for 200A Dual CCS1

Pedestals: Three (3) 8' x 5" Silver with Cable Management System

Nexus Load Management Controllers: One (1) Nexus Core 120V w/ WiFi Access Point

Kiosks: N/A

Software: Four (4) L2 Commercial Software & Support Subscription (1 Year)

Two (2) L3 Commercial Software & Support Subscription (1 Year)

Delivery date(s) and time(s): TBD upon execution of Work Order

Other delivery instructions:

Provide review of PowerFlex system elements on plans by County's EV Charging Station Electrical Engineer and/or Installation Contractor:

1. Conduct a quality control review of PowerFlex system components within project plans delivered to PowerFlex by COUNTY.
2. Provide any revisions the project plans delivered to PowerFlex by COUNTY as may be needed with respect to PowerFlex system components.
3. Provide technical support on PowerFlex system components during installation and commissioning as needed.

Ongoing software services as indicated below:

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:

1. Access to PowerFlex support team Mon-Sat 3:00 am-8:00 pm Pacific Time via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Driver access to PowerFlex support team 24/7/365 via the PowerFlex driver support email support@powerflex.com and phone number 833-479-7359 to include remote session troubleshooting and assistance with the driver app.
3. Remote monitoring and remote troubleshooting of load management controller.
4. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

Additional onsite maintenance Services as indicated below:

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

8. Energy Cost Recovery.

- (A) During the Work Order Term, Contractor shall collect and deliver to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network. Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the **"Energy Reimbursement Report"**) documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.
- (B) Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected (if any) from end-users of the System during the immediately preceding calendar quarter, less applicable Transaction Energy Reimbursement Fees (defined below), which it shall withhold as its compensation hereunder (the aggregate quarterly amount net of Transaction Energy Reimbursement Fees, an "Energy Reimbursement Payment"); provided however, that pro-rated Energy Reimbursement Payments may also be paid upon expiration or termination of this Work Order. Contractor shall reimburse fees collected from end-users and is not responsible for costs incurred where no fees are collected unless such inability to collect fees is within Contractor's control and is solely a result of the unavailability and/or malfunctioning of the Project and/or the PowerFlex Platform. For example, Project end-users may initiate a charging session but fail to claim the session, resulting in a disbursement of energy without fees being charged to the Project end-user. Energy Reimbursement Payments may not be an exact match for energy usage to maintain and operate the Project.
- (C) "Transaction Energy Reimbursement Fees" means a fee equal to 7% of Base Fees, charged by PowerFlex in exchange for PowerFlex's collection and processing of Base Fees on behalf of Client. Transaction Energy Reimbursement Fees may be adjusted for each renewal term upon PowerFlex providing sixty (60) days prior written notice to Client.
- (D) Base Fees. As of the date hereof, COUNTY has directed Contractor not to charge any base fee (collectively, the "Base Fees") to Project end-users, provided that COUNTY may request in writing that Contractor make an adjustment to the Base Fees after the date hereof.

9. Compensation for Ongoing Services

Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year. The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this

Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with internal labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all labor, materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor for ongoing services under this Work Order, excluding for all onsite maintenance services, is \$1,555.

10. Term; Expiration. The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the "**Work Order Term**").

11. Project Contact Information:

COUNTY Representative: Name: _____ Phone Number: _____	Contractor Representative: Name: _____ Phone Number: _____
---	---

THIS WORK ORDER IS AGREED TO AND ACCEPTED as of _____, by and between:

County of Santa Barbara

POWERFLEX SYSTEMS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT 1

EV Charging Hardware L2: \$2,205 /port	\$173,290	(4) LiteOn IC 80 ISO, LTE - L2 Charging Unit 25ft Cable (4) L2 PowerFlex X Remote Commissioning Fee (\$/port) (2) Zerova DS180, 180kW, One 300A Natural-Cooled CCS1 23ft Cable + One 380A NACS 23ft Cable (2) L3 PowerFlex X Remote Commissioning Fee (\$/port) (3) Pedestal 8' x 5" Silver with Cable Management System (1) Nexus Core 120V w/ WiFi Access Point (2) Zerova DS120/180 Cable Management System 15ft for 200A
Review and technical support of PowerFlex system components	\$500	
Shipping	\$1,080	
Sales Tax	\$13,250	8.750%
Discount	(\$21,866)	Total PowerFlex Equipment & Installation Discounts
Equipment & Installation Total	\$166,253	Includes \$21,866 discount on Hardware.
Network & Service Plans (Cash Sale)	\$2,490	(4) L2 Commercial Software & Support Subscription (1 Year) (2) L3 Commercial Software & Support Subscription (1 Year)
Network & Service Discount	(\$935)	Total PowerFlex Network & Service Discounts
Operations & Maintenance Total	\$1,555	Includes \$935 discount on Network & Service plans.
Total Project Cost	\$167,808	Pricing valid until 01/23/2026. Includes 1 year of Network & Service Plans in price.

END OF EXHIBIT 1

EXHIBIT 2

Assignment Of LCFS Credits Agreement

Site Address: 300 Goodwin Road, Santa Maria, CA 93455

System Description: As defined below

System Owner: COUNTY OF SANTA BARBARA

System Owner Address: 105 E. Anapamu Street, Santa Barbara, California, 93101

System Owner's Federal EIN: 95-6002833

PowerFlex Systems, LLC Federal EIN: 82-3070669

This Assignment of LCFS Credits Agreement ("**Assignment**") is entered into as of _____, by and between **County of Santa Barbara** (the "**Assignor**"), and **PowerFlex Systems, LLC** (the "**Assignee**"), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS, Assignor entered into that certain AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT (as amended, the "**MSA**");

WHEREAS, under the MSA, the Parties entered into Work Order dated as of the date hereof (the "**Work Order**") for the sale and installation by Assignee of electric vehicle charging stations (the "**System**");

WHEREAS, California's Low Carbon Fuel Standard ("**LCFS**") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, "**CARB**") may issue LCFS credits for the System; and

WHEREAS, under the MSA, the Parties entered into Work Order (the "**Work Order**"), dated as of the date hereof and effective on the Final Completion Date (as defined in the MSA) for a minimum five-year term pursuant to which Assignee will provide certain hardware and/or software services for the System during the term specified therein (the "**Term**") in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the "**LCFS Credits**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the "**Effective Date**") and shall remain in effect for the duration of the Term (as defined in the Work Order) and any extension of such Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.

2. **ASSIGNMENT:** As of the Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits for the Term. As of the Effective Date, Assignee hereby assumes all of Assignor's interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR'S REPRESENTATIONS:** Assignor warrants that the Assignor's right to claim LCFS Credits transferred in this Assignment is free of lien, encumbrance, prior transfer or adverse claim arising by or through Assignor.
4. **DESIGNATION AS CREDIT GENERATOR.** In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor hereby designates Assignee to be the credit generator for the System during the Term. During the Term, Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
5. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
6. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
7. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.
8. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

County of Santa Barbara	PowerFlex Systems, LLC
By:	By:
Name:	Name:
Title:	Title:

END OF EXHIBIT 2

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WORK ORDER

EV Charging Stations, Support & Software Services

This Work Order (this "Work Order") is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR, dated June 27th, 2023, and amended as of the date hereof (as amended, the "MSA"), by and between County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and PowerFlex Systems, LLC ("Contractor" or "PowerFlex"), and consists of this Work Order, the MSA (together with any amendments thereto), and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the "Contract"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. To the extent there is any conflict between the terms of the MSA and the terms of this Work Order, the terms of the MSA shall control. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** **95-6002833**
2. **Work Order Effective Date:** _____
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project's Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project's "Final Completion Date" means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Products and Services:**
 - Payment of \$29,971 for Hardware
 - Payment of \$1,407 for one year for Software Services (\$156.30/L2 port per year; \$465/L3 port per year)
 - Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.

5. **Project:**

- a. **Project Name:** Northern Branch Jail
- b. **Project Site:** 2301 Black Rd, Santa Maria, California, 93455
- c. **Delivery Point Address:** 2301 Black Rd, Santa Maria, California, 93455
- d. **Project Host:** **County of Santa Barbara**
- e. **County Capital Project Number:** **24041**
- f. **Summary of Services (the "Work")**
Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the **"Project"**):
 - 9 - Level 2 Electric Vehicle Charging Stations
 - 0 - Level 3 Electric Vehicle Charging Stations
 - 5 - Pedestals
 - 0 - Nexus Load Management Controllers
 - 0 - Kiosks

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency ("Deliverables"):**

Delivery of Electric Vehicle Charging Stations and Software

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: Nine (9) LiteOn IC 48 (32A) ISO, LTE,

POS – L2 Charging Unit

Level 3 Electric Vehicle Charging Stations: N/A

Pedestals: Five (5) 8' x 5" Silver with Cable Management System

Nexus Load Management Controllers: N/A

Kiosks: N/A

Software: Nine (9) L2 Commercial Software & Support Subscription (1 Year)

Delivery date(s) and time(s): TBD upon execution of Work Order

Other delivery instructions:

Provide review of PowerFlex system elements on plans by County's EV Charging Station Electrical Engineer and/or Installation Contractor:

1. Conduct a quality control review of PowerFlex system components within project plans delivered to PowerFlex by COUNTY.
2. Provide any revisions the project plans delivered to PowerFlex by COUNTY as may be needed with respect to PowerFlex system components.
3. Provide technical support on PowerFlex system components during installation and commissioning as needed.

Ongoing software services as indicated below:

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:

1. Access to PowerFlex support team Mon-Sat 3:00 am-8:00 pm Pacific Time via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Driver access to PowerFlex support team 24/7/365 via the PowerFlex driver support email support@powerflex.com and phone number 833-479-7359 to include remote session troubleshooting and assistance with the driver app.
3. Remote monitoring and remote troubleshooting of load management controller.
4. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

Additional onsite maintenance Services as indicated below:

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

8. Energy Cost Recovery.

- (A) During the Work Order Term, Contractor shall collect and deliver to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network. Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the "**Energy Reimbursement Report**") documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.
- (B) Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected (if any) from end-users of the System during the immediately preceding calendar quarter, less applicable Transaction Energy Reimbursement Fees (defined below), which it shall withhold as its compensation hereunder (the aggregate quarterly amount net of Transaction Energy Reimbursement Fees, an "Energy Reimbursement Payment"); provided however, that pro-rated Energy Reimbursement Payments may also be paid upon expiration or termination of this Work Order. Contractor shall reimburse fees collected from end-users and is not responsible for costs incurred where no fees are collected unless such inability to collect fees is within Contractor's control and is solely a result of the unavailability and/or malfunctioning of the Project and/or the PowerFlex Platform. For example, Project end-users may initiate a charging session but fail to claim the session, resulting in a disbursement of energy without fees being charged to the Project end-user. Energy Reimbursement Payments may not be an exact match for energy usage to maintain and operate the Project.
- (C) "Transaction Energy Reimbursement Fees" means a fee equal to 7% of Base Fees, charged by PowerFlex in exchange for PowerFlex's collection and processing of Base Fees on behalf of Client. Transaction Energy Reimbursement Fees may be adjusted for each renewal term upon PowerFlex providing sixty (60) days prior written notice to Client.
- (D) Base Fees. As of the date hereof, COUNTY has directed Contractor not to charge any base fee (collectively, the "Base Fees") to Project end-users, provided that COUNTY may request in writing that Contractor make an adjustment to the Base Fees after the date hereof.

9. Compensation for Ongoing Services

Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year. The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this

Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with internal labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all labor, materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor for ongoing services under this Work Order, excluding for all onsite maintenance services, is \$1,407.

10. Term; Expiration. The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the "**Work Order Term**").

11. Project Contact Information:

COUNTY Representative: Name: _____ Phone Number: _____	Contractor Representative: Name: _____ Phone Number: _____
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THIS WORK ORDER IS AGREED TO AND ACCEPTED as of _____, by and between:

County of Santa Barbara

POWERFLEX SYSTEMS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT 1

c

EV Charging Hardware L2: \$2,115 /port	\$28,825	(9) LiteOn IC 48 ISO, LTE, POS - L2 Charging Unit 25ft Cable with Credit Card Reader (9) L2 PowerFlex X Remote Commissioning Fee (\$/port) (5) Pedestal 8' x 5" Silver with Cable Management System
Review and technical support of PowerFlex system components	\$500	
Shipping	\$424	
Sales Tax	\$2,337	8.750%
Discount	(\$2,115)	Total PowerFlex Equipment & Installation Discounts
Equipment & Installation Total	\$29,971	Includes \$2,115 discount on Hardware.
Network & Service Plans (Cash Sale)	\$2,835	(9) L2 Commercial Software & Support Subscription (1 Year)
Network & Service Discount	(\$1,428)	Total PowerFlex Network & Service Discounts
Operations & Maintenance Total	\$1,407	Includes \$1,428 discount on Network & Service plans.
Total Project Cost	\$31,378	Pricing valid until 01/23/2026. Includes 1 year of Network & Service Plans in price.

END OF EXHIBIT 1

EXHIBIT 2

Assignment Of LCFS Credits Agreement

Site Address: 2301 Black Rd, Santa Maria, California, 93455

System Description: As defined below

System Owner: COUNTY OF SANTA BARBARA

System Owner Address: 105 E. Anapamu Street, Santa Barbara, California, 93101

System Owner's Federal EIN: 95-6002833

PowerFlex Systems, LLC Federal EIN: 82-3070669

This Assignment of LCFS Credits Agreement ("**Assignment**") is entered into as of _____, by and between **County of Santa Barbara** (the "**Assignor**"), and **PowerFlex Systems, LLC** (the "**Assignee**"), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS, Assignor entered into that certain AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT (as amended, the "**MSA**");

WHEREAS, under the MSA, the Parties entered into Work Order dated as of the date hereof (the "**Work Order**") for the sale and installation by Assignee of electric vehicle charging stations (the "**System**");

WHEREAS, California's Low Carbon Fuel Standard ("**LCFS**") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, "**CARB**") may issue LCFS credits for the System; and

WHEREAS, under the MSA, the Parties entered into Work Order (the "**Work Order**"), dated as of the date hereof and effective on the Final Completion Date (as defined in the MSA) for a minimum five-year term pursuant to which Assignee will provide certain hardware and/or software services for the System during the term specified therein (the "**Term**") in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the "**LCFS Credits**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the "**Effective Date**") and shall remain in effect for the duration of the Term (as defined in the Work Order) and any extension of such Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.

2. **ASSIGNMENT:** As of the Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits for the Term. As of the Effective Date, Assignee hereby assumes all of Assignor's interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR'S REPRESENTATIONS:** Assignor warrants that the Assignor's right to claim LCFS Credits transferred in this Assignment is free of lien, encumbrance, prior transfer or adverse claim arising by or through Assignor.
4. **DESIGNATION AS CREDIT GENERATOR.** In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor hereby designates Assignee to be the credit generator for the System during the Term. During the Term, Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
5. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
6. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
7. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.
8. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

County of Santa Barbara	PowerFlex Systems, LLC
By:	By:
Name:	Name:
Title:	Title:

END OF EXHIBIT 2

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WORK ORDER

EV Charging Stations, Support & Software Services

This Work Order (this "Work Order") is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR, dated June 27th, 2023, and amended as of the date hereof (as amended, the "MSA"), by and between County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and PowerFlex Systems, LLC ("Contractor" or "PowerFlex"), and consists of this Work Order, the MSA (together with any amendments thereto), and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the "Contract"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. To the extent there is any conflict between the terms of the MSA and the terms of this Work Order, the terms of the MSA shall control. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** **95-6002833**
2. **Work Order Effective Date:** _____
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project's Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project's "Final Completion Date" means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Products and Services:** Payment of \$11,474 for Hardware
Payment of \$216.30 for one year for Software Services

5. **Project:**

- a. **Project Name:** RFCC
- b. **Project Site:** 4408 Cathedral Oaks Rd, Santa Barbara, CA 93110
- c. **Delivery Point Address:** 4408 Cathedral Oaks Rd, Santa Barbara, CA 93110
- d. **Project Host:** **County of Santa Barbara**
- e. **County Capital Project Number:** **24054**
- f. **Summary of Services (the "Work")**
Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the **"Project"**):
 - 0 - Level 2 Electric Vehicle Charging Stations
 - 0 - Level 3 Electric Vehicle Charging Stations
 - 0 - Pedestals
 - 1 - Nexus Load Management Controllers
 - 1 - Kiosk

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency ("Deliverables"):**

Delivery of Electric Vehicle Charging Stations and Software

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: N/A

Level 3 Electric Vehicle Charging Stations: N/A

Pedestals: N/A

Nexus Load Management Controllers: One (1) Nexus Core 120V w/ WiFi Access Point

Kiosks: One (1) Kiosk w/ Credit Card Reader (chip and NFC)N/A

Software: One (1) Kiosk Commercial Software & Support Subscription (1 Year)

Delivery date(s) and time(s): TBD upon execution of Work Order

Other delivery instructions:

Provide review of PowerFlex system elements on plans by County's EV Charging Station Electrical Engineer and/or Installation Contractor:

1. Conduct a quality control review of PowerFlex system components within project plans delivered to PowerFlex by COUNTY.
2. Provide any revisions the project plans delivered to PowerFlex by COUNTY as may be needed with respect to PowerFlex system components.
3. Provide technical support on PowerFlex system components during installation and commissioning as needed.

Ongoing software services as indicated below:

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:

1. Access to PowerFlex support team Mon-Sat 3:00 am-8:00 pm Pacific Time via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Driver access to PowerFlex support team 24/7/365 via the PowerFlex driver support email support@powerflex.com and phone number 833-479-7359 to include remote session troubleshooting and assistance with the driver app.
3. Remote monitoring and remote troubleshooting of load management controller.
4. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

Additional onsite maintenance Services as indicated below:

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

8. Energy Cost Recovery.

- (A) During the Work Order Term, Contractor shall collect and deliver to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network. Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the "**Energy Reimbursement Report**") documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.
- (B) Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected (if any) from end-users of the System during the immediately preceding calendar quarter, less applicable Transaction Energy Reimbursement Fees (defined below), which it shall withhold as its compensation hereunder (the aggregate quarterly amount net of Transaction Energy Reimbursement Fees, an "Energy Reimbursement Payment"); provided however, that pro-rated Energy Reimbursement Payments may also be paid upon expiration or termination of this Work Order. Contractor shall reimburse fees collected from end-users and is not responsible for costs incurred where no fees are collected unless such inability to collect fees is within Contractor's control and is solely a result of the unavailability and/or malfunctioning of the Project and/or the PowerFlex Platform. For example, Project end-users may initiate a charging session but fail to claim the session, resulting in a disbursement of energy without fees being charged to the Project end-user. Energy Reimbursement Payments may not be an exact match for energy usage to maintain and operate the Project.
- (C) "Transaction Energy Reimbursement Fees" means a fee equal to 7% of Base Fees, charged by PowerFlex in exchange for PowerFlex's collection and processing of Base Fees on behalf of Client. Transaction Energy Reimbursement Fees may be adjusted for each renewal term upon PowerFlex providing sixty (60) days prior written notice to Client.
- (D) Base Fees. As of the date hereof, COUNTY has directed Contractor not to charge any base fee (collectively, the "Base Fees") to Project end-users, provided that COUNTY may request in writing that Contractor make an adjustment to the Base Fees after the date hereof.

9. Compensation for Ongoing Services

Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year. The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this

Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with internal labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all labor, materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor for ongoing services under this Work Order, excluding for all onsite maintenance services, is \$216.30.

10. Term; Expiration. The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the "**Work Order Term**").

11. Project Contact Information:

COUNTY Representative: Name: _____ Phone Number: _____	Contractor Representative: Name: _____ Phone Number: _____
---	---

THIS WORK ORDER IS AGREED TO AND ACCEPTED as of _____, by and between:

County of Santa Barbara

POWERFLEX SYSTEMS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT 1

Hardware	\$10,300	(1) Nexus Core 120V w/ WiFi Access Point (1) Kiosk w/ Credit Card Reader (chip and NFC)
Shipping	\$273	
Sales Tax	\$901	8.750%
Equipment & Installation Total	\$11,474	
		(1) Kiosk Commercial Software & Support Subscription (1 Year)
Operations & Maintenance Total	\$216	
Total Project Cost	\$11,690	Pricing valid until 01/30/2026. Includes 1 year of Network & Service Plans in price.

END OF EXHIBIT 1

EXHIBIT 2

Assignment Of LCFS Credits Agreement

Site Address: 4408 Cathedral Oaks Rd, Santa Barbara, CA 93110

System Description: As defined below

System Owner: COUNTY OF SANTA BARBARA

System Owner Address: 105 E. Anapamu Street, Santa Barbara, California, 93101

System Owner's Federal EIN: 95-6002833

PowerFlex Systems, LLC Federal EIN: 82-3070669

This Assignment of LCFS Credits Agreement ("**Assignment**") is entered into as of _____, by and between **County of Santa Barbara** (the "**Assignor**"), and **PowerFlex Systems, LLC** (the "**Assignee**"), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS, Assignor entered into that certain AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT (as amended, the "**MSA**");

WHEREAS, under the MSA, the Parties entered into Work Order dated as of the date hereof (the "**Work Order**") for the sale and installation by Assignee of electric vehicle charging stations (the "**System**");

WHEREAS, California's Low Carbon Fuel Standard ("**LCFS**") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, "**CARB**") may issue LCFS credits for the System; and

WHEREAS, under the MSA, the Parties entered into Work Order (the "**Work Order**"), dated as of the date hereof and effective on the Final Completion Date (as defined in the MSA) for a minimum five-year term pursuant to which Assignee will provide certain hardware and/or software services for the System during the term specified therein (the "**Term**") in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the "**LCFS Credits**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the "**Effective Date**") and shall remain in effect for the duration of the Term (as defined in the Work Order) and any extension of such Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.

2. **ASSIGNMENT:** As of the Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits for the Term. As of the Effective Date, Assignee hereby assumes all of Assignor's interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR'S REPRESENTATIONS:** Assignor warrants that the Assignor's right to claim LCFS Credits transferred in this Assignment is free of lien, encumbrance, prior transfer or adverse claim arising by or through Assignor.
4. **DESIGNATION AS CREDIT GENERATOR.** In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor hereby designates Assignee to be the credit generator for the System during the Term. During the Term, Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
5. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
6. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
7. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.
8. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

County of Santa Barbara	PowerFlex Systems, LLC
By:	By:
Name:	Name:
Title:	Title:

END OF EXHIBIT 2

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WORK ORDER

EV Charging Stations, Support & Software Services

This Work Order (this "Work Order") is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR, dated June 27th, 2023, and amended as of the date hereof (as amended, the "MSA"), by and between County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and PowerFlex Systems, LLC ("Contractor" or "PowerFlex"), and consists of this Work Order, the MSA (together with any amendments thereto), and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the "Contract"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. To the extent there is any conflict between the terms of the MSA and the terms of this Work Order, the terms of the MSA shall control. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** 95-6002833
2. **Work Order Effective Date:** _____
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project's Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project's "Final Completion Date" means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Products and Services:**
 - Payment of \$9,083 for Hardware
 - Payment of \$469 for one year for Software Services (\$156.30/L2 port per year; \$465/L3 port per year)
 - Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.

5. **Project:**

- a. **Project Name:** S. Co. Main Jail GS Facilities
- b. **Project Site:** 4436 Calle Real, Santa Barbara, CA 93110
- c. **Delivery Point Address:** 4436 Calle Real, Santa Barbara, CA 93110
- d. **Project Host:** **County of Santa Barbara**
- e. **County Capital Project Number:** **24045**
- f. **Summary of Services (the "Work")**
Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the **"Project"**):
 - 3 - Level 2 Electric Vehicle Charging Stations
 - 0 - Level 3 Electric Vehicle Charging Stations
 - 2 - Pedestals
 - 0 - Nexus Load Management Controllers
 - 0 - Kiosks

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency ("Deliverables"):**

Delivery of Electric Vehicle Charging Stations and Software

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: Three (3) LiteOn IC 48 ISO, LTE, POS -

L2 Charging Unit 25ft Cable with Credit Card Reader

Level 3 Electric Vehicle Charging Stations: N/A

Pedestals: Two (2) 6' x 5" Silver

Nexus Load Management Controllers: N/A

Kiosks: N/A

Software: Three (3) L2 Commercial Software & Support Subscription (1 Year)

1. Delivery date(s) and time(s): TBD upon execution of Work Order

Other delivery instructions:

Provide review of PowerFlex system elements on plans by County's EV Charging Station Electrical Engineer and/or Installation Contractor:

1. Conduct a quality control review of PowerFlex system components within project plans delivered to PowerFlex by COUNTY.
2. Provide any revisions the project plans delivered to PowerFlex by COUNTY as may be needed with respect to PowerFlex system components.
3. Provide technical support on PowerFlex system components during installation and commissioning as needed.

Ongoing software services as indicated below:

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:

1. Access to PowerFlex support team Mon-Sat 3:00 am-8:00 pm Pacific Time via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Driver access to PowerFlex support team 24/7/365 via the PowerFlex driver support email support@powerflex.com and phone number 833-479-7359 to include remote session troubleshooting and assistance with the driver app.
3. Remote monitoring and remote troubleshooting of load management controller.
4. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

Additional onsite maintenance Services as indicated below:

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

8. Energy Cost Recovery.

- (A) During the Work Order Term, Contractor shall collect and deliver to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network. Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the "**Energy Reimbursement Report**") documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.
- (B) Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected (if any) from end-users of the System during the immediately preceding calendar quarter, less applicable Transaction Energy Reimbursement Fees (defined below), which it shall withhold as its compensation hereunder (the aggregate quarterly amount net of Transaction Energy Reimbursement Fees, an "Energy Reimbursement Payment"); provided however, that pro-rated Energy Reimbursement Payments may also be paid upon expiration or termination of this Work Order. Contractor shall reimburse fees collected from end-users and is not responsible for costs incurred where no fees are collected unless such inability to collect fees is within Contractor's control and is solely a result of the unavailability and/or malfunctioning of the Project and/or the PowerFlex Platform. For example, Project end-users may initiate a charging session but fail to claim the session, resulting in a disbursement of energy without fees being charged to the Project end-user. Energy Reimbursement Payments may not be an exact match for energy usage to maintain and operate the Project.
- (C) "Transaction Energy Reimbursement Fees" means a fee equal to 7% of Base Fees, charged by PowerFlex in exchange for PowerFlex's collection and processing of Base Fees on behalf of Client. Transaction Energy Reimbursement Fees may be adjusted for each renewal term upon PowerFlex providing sixty (60) days prior written notice to Client.
- (D) Base Fees. As of the date hereof, COUNTY has directed Contractor not to charge any base fee (collectively, the "Base Fees") to Project end-users, provided that COUNTY may request in writing that Contractor make an adjustment to the Base Fees after the date hereof.

9. Compensation for Ongoing Services

Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year. The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this

Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with internal labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all labor, materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor for ongoing services under this Work Order, excluding for all onsite maintenance services, is \$469.

10. Term; Expiration. The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the "**Work Order Term**").

11. Project Contact Information:

COUNTY Representative: Name: _____ Phone Number: _____	Contractor Representative: Name: _____ Phone Number: _____
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THIS WORK ORDER IS AGREED TO AND ACCEPTED as of _____, by and between:

County of Santa Barbara

POWERFLEX SYSTEMS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT 1

EV Charging Hardware L2: \$2,115 /port	\$8,455	(3) LiteOn IC 48 ISO, LTE, POS - L2 Charging Unit 25ft Cable with Credit Card Reader (3) L2 PowerFlex X Remote Commissioning Fee (\$/port) (2) Pedestal 6' x 5" Silver
Review and technical support of PowerFlex system components	\$500	
Shipping	\$155	
Sales Tax	\$678	8.750%
Discount	(\$705)	Total PowerFlex Equipment & Installation Discounts
Equipment & Installation Total	\$9,083	Includes \$705 discount on Hardware.
Network & Service Plans (Cash Sale)	\$945	(3) L2 Commercial Software & Support Subscription (1 Year)
Network & Service Discount	(\$476)	Total PowerFlex Network & Service Discounts
Operations & Maintenance Total	\$469	Includes \$476 discount on Network & Service plans.
Total Project Cost	\$9,552	Pricing valid until 01/23/2026. Includes 1 year of Network & Service Plans in price.

END OF EXHIBIT 1

EXHIBIT 2

Assignment Of LCFS Credits Agreement

Site Address: 4436 Calle Real, Santa Barbara, CA 93110

System Description: As defined below

System Owner: COUNTY OF SANTA BARBARA

System Owner Address: 105 E. Anapamu Street, Santa Barbara, California, 93101

System Owner's Federal EIN: 95-6002833

PowerFlex Systems, LLC Federal EIN: 82-3070669

This Assignment of LCFS Credits Agreement (“**Assignment**”) is entered into as of _____, by and between **County of Santa Barbara** (the “**Assignor**”), and **PowerFlex Systems, LLC** (the “**Assignee**”), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

WHEREAS, Assignor entered into that certain AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT (as amended, the “**MSA**”);

WHEREAS, under the MSA, the Parties entered into Work Order dated as of the date hereof (the “**Work Order**”) for the sale and installation by Assignee of electric vehicle charging stations (the “**System**”);

WHEREAS, California’s Low Carbon Fuel Standard (“**LCFS**”) was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, “**CARB**”) may issue LCFS credits for the System; and

WHEREAS, under the MSA, the Parties entered into Work Order (the “**Work Order**”), dated as of the date hereof and effective on the Final Completion Date (as defined in the MSA) for a minimum five-year term pursuant to which Assignee will provide certain hardware and/or software services for the System during the term specified therein (the “**Term**”) in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the “**LCFS Credits**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the “**Effective Date**”) and shall remain in effect for the duration of the Term (as defined in the Work Order) and any extension of such Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.

2. **ASSIGNMENT:** As of the Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits for the Term. As of the Effective Date, Assignee hereby assumes all of Assignor's interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR'S REPRESENTATIONS:** Assignor warrants that the Assignor's right to claim LCFS Credits transferred in this Assignment is free of lien, encumbrance, prior transfer or adverse claim arising by or through Assignor.
4. **DESIGNATION AS CREDIT GENERATOR.** In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor hereby designates Assignee to be the credit generator for the System during the Term. During the Term, Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
5. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
6. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
7. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.
8. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

County of Santa Barbara	PowerFlex Systems, LLC
By:	By:
Name:	Name:
Title:	Title:

END OF EXHIBIT 2

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WORK ORDER

EV Charging Stations, Support & Software Services

This Work Order (this "Work Order") is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR, dated June 27th, 2023, and amended as of the date hereof (as amended, the "MSA"), by and between County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and PowerFlex Systems, LLC ("Contractor" or "PowerFlex"), and consists of this Work Order, the MSA (together with any amendments thereto), and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the "Contract"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. To the extent there is any conflict between the terms of the MSA and the terms of this Work Order, the terms of the MSA shall control. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** **95-6002833**
2. **Work Order Effective Date:** _____
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project's Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project's "Final Completion Date" means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Products and Services:**
 - Payment of \$178,795 for Hardware
 - Payment of \$1,868 for one year for Software Services (\$156.30/L2 port per year; \$465/L3 port per year)
 - Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.

5. **Project:**

- a. **Project Name:** South Coast Transfer Station
- b. **Project Site:** 4430 Calle Real, Santa Barbara, CA 93110
- c. **Delivery Point Address:** 4430 Calle Real, Santa Barbara, CA 93110
- d. **Project Host:** **County of Santa Barbara**
- e. **County Capital Project Number:** **24048**
- f. **Summary of Services (the "Work")**
Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the **"Project"**):
 - 6 - Level 2 Electric Vehicle Charging Stations
 - 2 - Level 3 Electric Vehicle Charging Stations
 - 4 - Pedestals
 - 1 - Nexus Load Management Controllers
 - 0 - Kiosks

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency ("Deliverables"):**

Delivery of Electric Vehicle Charging Stations and Software

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: Six (6) LiteOn IC 80 ISO, LTE - L2

Charging Unit 25ft Cable

Level 3 Electric Vehicle Charging Stations: Two (2) Zerova DS180, 180kW, One 300A

Natural-Cooled CCS1 23ft Cable + One 380A NACS 23ft Cable;

Two (2) Zerova DS120/180 Cable Management System 23ft for 200A Dual CCS1;

Two (2) Zerova Nayax CCR + Bracket for DC Units

Pedestals: Four (4) 8' x 5" Silver with Cable Management System

Nexus Load Management Controllers: One (1) Nexus Core 120V w/ WiFi Access Point

Kiosks: N/A

Software: Six (6) L2 Commercial Software & Support Subscription (1 Year)

Two (2) L3 Commercial Software & Support Subscription (1 Year)

Delivery date(s) and time(s): TBD upon execution of Work Order

Other delivery instructions:

Provide review of PowerFlex system elements on plans by County's EV Charging Station Electrical Engineer and/or Installation Contractor:

1. Conduct a quality control review of PowerFlex system components within project plans delivered to PowerFlex by COUNTY.
2. Provide any revisions the project plans delivered to PowerFlex by COUNTY as may be needed with respect to PowerFlex system components.
3. Provide technical support on PowerFlex system components during installation and commissioning as needed.

Ongoing software services as indicated below:

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:

1. Access to PowerFlex support team Mon-Sat 3:00 am-8:00 pm Pacific Time via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Driver access to PowerFlex support team 24/7/365 via the PowerFlex driver support email support@powerflex.com and phone number 833-479-7359 to include remote session troubleshooting and assistance with the driver app.
3. Remote monitoring and remote troubleshooting of load management controller.
4. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

Additional onsite maintenance Services as indicated below:

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

8. Energy Cost Recovery.

- (A) During the Work Order Term, Contractor shall collect and deliver to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network. Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the **"Energy Reimbursement Report"**) documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.
- (B) Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected (if any) from end-users of the System during the immediately preceding calendar quarter, less applicable Transaction Energy Reimbursement Fees (defined below), which it shall withhold as its compensation hereunder (the aggregate quarterly amount net of Transaction Energy Reimbursement Fees, an "Energy Reimbursement Payment"); provided however, that pro-rated Energy Reimbursement Payments may also be paid upon expiration or termination of this Work Order. Contractor shall reimburse fees collected from end-users and is not responsible for costs incurred where no fees are collected unless such inability to collect fees is within Contractor's control and is solely a result of the unavailability and/or malfunctioning of the Project and/or the PowerFlex Platform. For example, Project end-users may initiate a charging session but fail to claim the session, resulting in a disbursement of energy without fees being charged to the Project end-user. Energy Reimbursement Payments may not be an exact match for energy usage to maintain and operate the Project.
- (C) "Transaction Energy Reimbursement Fees" means a fee equal to 7% of Base Fees, charged by PowerFlex in exchange for PowerFlex's collection and processing of Base Fees on behalf of Client. Transaction Energy Reimbursement Fees may be adjusted for each renewal term upon PowerFlex providing sixty (60) days prior written notice to Client.
- (D) Base Fees. As of the date hereof, COUNTY has directed Contractor not to charge any base fee (collectively, the "Base Fees") to Project end-users, provided that COUNTY may request in writing that Contractor make an adjustment to the Base Fees after the date hereof.

9. Compensation for Ongoing Services

Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year. The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this

Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with internal labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all labor, materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor for ongoing services under this Work Order, excluding for all onsite maintenance services, is \$1,868.

10. Term; Expiration. The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the "**Work Order Term**").

11. Project Contact Information:

COUNTY Representative: Name: _____ Phone Number: _____	Contractor Representative: Name: _____ Phone Number: _____
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THIS WORK ORDER IS AGREED TO AND ACCEPTED as of _____, by and between:

County of Santa Barbara

POWERFLEX SYSTEMS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT 1

EV Charging Hardware L2: \$2,205 /port	\$185,230	(6) LiteOn IC 80 ISO, LTE - L2 Charging Unit 25ft Cable (6) L2 PowerFlex X Remote Commissioning Fee (\$/port) (2) Zerova DS180, 180kW, One 300A Natural-Cooled CCS1 23ft Cable + One 380A NACS 23ft Cable (2) L3 PowerFlex X Remote Commissioning Fee (\$/port) (4) Pedestal 8' x 5" Silver with Cable Management System (1) Nexus Core 120V w/ WiFi Access Point (2) Zerova DS120/180 Cable Management System 23ft for 200A Dual CCS1 (2) Zerova Nayax CCR + Bracket for DC Units
Review and technical support of PowerFlex system components	\$500	
Shipping	\$1,169	
Sales Tax	\$14,251	8.750%
Discount	(\$22,356)	Total PowerFlex Equipment & Installation Discounts
Equipment & Installation Total	\$178,795	Includes \$22,356 discount on Hardware.
Network & Service Plans (Cash Sale)	\$3,120	(6) L2 Commercial Software & Support Subscription (1 Year) (2) L3 Commercial Software & Support Subscription (1 Year)
Network & Service Discount	(\$1,252)	Total PowerFlex Network & Service Discounts
Operations & Maintenance Total	\$1,868	Includes \$1,252 discount on Network & Service plans.
Total Project Cost	\$180,663	Pricing valid until 01/23/2026. Includes 1 year of Network & Service Plans in price.

END OF EXHIBIT 1

EXHIBIT 2

Assignment Of LCFS Credits Agreement

Site Address: 4430 Calle Real, Santa Barbara, CA 93110

System Description: As defined below

System Owner: COUNTY OF SANTA BARBARA

System Owner Address: 105 E. Anapamu Street, Santa Barbara, California, 93101

System Owner's Federal EIN: 95-6002833

PowerFlex Systems, LLC Federal EIN: 82-3070669

This Assignment of LCFS Credits Agreement ("**Assignment**") is entered into as of _____, by and between **County of Santa Barbara** (the "**Assignor**"), and **PowerFlex Systems, LLC** (the "**Assignee**"), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS, Assignor entered into that certain AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT (as amended, the "**MSA**");

WHEREAS, under the MSA, the Parties entered into Work Order dated as of the date hereof (the "**Work Order**") for the sale and installation by Assignee of electric vehicle charging stations (the "**System**");

WHEREAS, California's Low Carbon Fuel Standard ("**LCFS**") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, "**CARB**") may issue LCFS credits for the System; and

WHEREAS, under the MSA, the Parties entered into Work Order (the "**Work Order**"), dated as of the date hereof and effective on the Final Completion Date (as defined in the MSA) for a minimum five-year term pursuant to which Assignee will provide certain hardware and/or software services for the System during the term specified therein (the "**Term**") in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the "**LCFS Credits**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the "**Effective Date**") and shall remain in effect for the duration of the Term (as defined in the Work Order) and any extension of such Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.

2. **ASSIGNMENT:** As of the Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits for the Term. As of the Effective Date, Assignee hereby assumes all of Assignor's interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR'S REPRESENTATIONS:** Assignor warrants that the Assignor's right to claim LCFS Credits transferred in this Assignment is free of lien, encumbrance, prior transfer or adverse claim arising by or through Assignor.
4. **DESIGNATION AS CREDIT GENERATOR.** In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor hereby designates Assignee to be the credit generator for the System during the Term. During the Term, Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
5. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
6. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
7. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.
8. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

County of Santa Barbara	PowerFlex Systems, LLC
By:	By:
Name:	Name:
Title:	Title:

END OF EXHIBIT 2

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WORK ORDER

EV Charging Stations, Support & Software Services

This Work Order (this "Work Order") is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR, dated June 27th, 2023, and amended as of the date hereof (as amended, the "MSA"), by and between County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and PowerFlex Systems, LLC ("Contractor" or "PowerFlex"), and consists of this Work Order, the MSA (together with any amendments thereto), and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the "Contract"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. To the extent there is any conflict between the terms of the MSA and the terms of this Work Order, the terms of the MSA shall control. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** **95-6002833**
2. **Work Order Effective Date:** _____
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project's Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project's "Final Completion Date" means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Products and Services:**
 - Payment of \$98,592 for Hardware
 - Payment of \$1,403 for one year for Software Services (\$156.30/L2 port per year; \$465/L3 port per year)
 - Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.

5. Project:

- a. Project Name:** Tajiguas Landfill
- b. Project Site:** 14470 Calle Real, Goleta, CA 93117
- c. Delivery Point Address:** 14470 Calle Real, Goleta, CA 93117
- d. Project Host:** County of Santa Barbara
- e. County Capital Project Number:** 24053
- f. Summary of Services (the "Work")**

Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the "Project"):

 - 6 - Level 2 Electric Vehicle Charging Stations
 - 1 - Level 3 Electric Vehicle Charging Stations
 - 3 - Pedestals
 - 1 - Nexus Load Management Controllers
 - 0 - Kiosks

6. Reference Proposal (if any): Attached hereto as Exhibit 1

7. Detailed Scope of Work pursuant to this Work Order and Frequency ("Deliverables"):

Delivery of Electric Vehicle Charging Stations and Software

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: Six (6) LiteOn IC 48 ISO, LTE, POS - L2 Charging Unit 25ft Cable with Credit Card Reader

Level 3 Electric Vehicle Charging Stations: One (1) Zerova DS180, 180kW, One 300A Natural-Cooled CCS1 23ft Cable + One 380A NACS 23ft Cable;

One (1) Zerova DS120/180 Cable Management System 23ft for 200A Dual CCS1

One (1) Zerova Nayax CCR + Bracket for DC Units

Pedestals: Three (3) 8' x 5" Silver with Cable Management System

Nexus Load Management Controllers: One (1) Nexus Core 120V w/ WiFi Access Point

Kiosks: N/A

Software: Six (6) L2 Commercial Software & Support Subscription (1 Year)

One (1) L3 Commercial Software & Support Subscription (1 Year)

Delivery date(s) and time(s): TBD upon execution of Work Order

Other delivery instructions:

Provide review of PowerFlex system elements on plans by County's EV Charging Station Electrical Engineer and/or Installation Contractor:

1. Conduct a quality control review of PowerFlex system components within project plans delivered to PowerFlex by COUNTY.
2. Provide any revisions the project plans delivered to PowerFlex by COUNTY as may be needed with respect to PowerFlex system components.
3. Provide technical support on PowerFlex system components during installation and commissioning as needed.

Ongoing software services as indicated below:

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:

1. Access to PowerFlex support team Mon-Sat 3:00 am-8:00 pm Pacific Time via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Driver access to PowerFlex support team 24/7/365 via the PowerFlex driver support email support@powerflex.com and phone number 833-479-7359 to include remote session troubleshooting and assistance with the driver app.
3. Remote monitoring and remote troubleshooting of load management controller.
4. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

Additional onsite maintenance Services as indicated below:

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

8. Energy Cost Recovery.

- (A) During the Work Order Term, Contractor shall collect and deliver to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network. Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the "**Energy Reimbursement Report**") documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.
- (B) Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected (if any) from end-users of the System during the immediately preceding calendar quarter, less applicable Transaction Energy Reimbursement Fees (defined below), which it shall withhold as its compensation hereunder (the aggregate quarterly amount net of Transaction Energy Reimbursement Fees, an "Energy Reimbursement Payment"); provided however, that pro-rated Energy Reimbursement Payments may also be paid upon expiration or termination of this Work Order. Contractor shall reimburse fees collected from end-users and is not responsible for costs incurred where no fees are collected unless such inability to collect fees is within Contractor's control and is solely a result of the unavailability and/or malfunctioning of the Project and/or the PowerFlex Platform. For example, Project end-users may initiate a charging session but fail to claim the session, resulting in a disbursement of energy without fees being charged to the Project end-user. Energy Reimbursement Payments may not be an exact match for energy usage to maintain and operate the Project.
- (C) "Transaction Energy Reimbursement Fees" means a fee equal to 7% of Base Fees, charged by PowerFlex in exchange for PowerFlex's collection and processing of Base Fees on behalf of Client. Transaction Energy Reimbursement Fees may be adjusted for each renewal term upon PowerFlex providing sixty (60) days prior written notice to Client.
- (D) Base Fees. As of the date hereof, COUNTY has directed Contractor not to charge any base fee (collectively, the "Base Fees") to Project end-users, provided that COUNTY may request in writing that Contractor make an adjustment to the Base Fees after the date hereof.

9. Compensation for Ongoing Services

Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year. The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this

Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with internal labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all labor, materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor for ongoing services under this Work Order, excluding for all onsite maintenance services, is \$1,403.

10. Term; Expiration. The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the "**Work Order Term**").

11. Project Contact Information:

COUNTY Representative: Name: _____ Phone Number: _____	Contractor Representative: Name: _____ Phone Number: _____
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THIS WORK ORDER IS AGREED TO AND ACCEPTED as of _____, by and between:

County of Santa Barbara

POWERFLEX SYSTEMS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT 1

EV Charging Hardware L2: \$2,115 /port	\$102,240	(6) LiteOn IC 48 ISO, LTE, POS - L2 Charging Unit 25ft Cable with Credit Card Reader (6) L2 PowerFlex X Remote Commissioning Fee (\$/port) (1) Zerova DS180, 180kW, One 300A Natural-Cooled CCS1 23ft Cable + One 380A NACS 23ft Cable (1) L3 PowerFlex X Remote Commissioning Fee (\$/port) (3) Pedestal 8' x 5" Silver with Cable Management System (1) Nexus Core 120V w/ WiFi Access Point (1) Zerova DS120/180 Cable Management System 23ft for 200A Dual CCS1 (1) Zerova Nayax CCR + Bracket for DC Units
Review and technical support of PowerFlex system components	\$500	
Shipping	\$700	
Sales Tax	\$7,005	7.750%
Discount	(\$11,853)	Total PowerFlex Equipment & Installation Discounts
Equipment & Installation Total	\$98,592	Includes \$11,853 discount on Hardware.
Network & Service Plans (Cash Sale)	\$2,505	(6) L2 Commercial Software & Support Subscription (1 Year) (1) L3 Commercial Software & Support Subscription (1 Year)
Network & Service Discount	(\$1,102)	Total PowerFlex Network & Service Discounts
Operations & Maintenance Total	\$1,403	Includes \$1,102 discount on Network & Service plans.
Total Project Cost	\$99,994	Pricing valid until 01/23/2026. Includes 1 year of Network & Service Plans in price.

END OF EXHIBIT 1

EXHIBIT 2

Assignment Of LCFS Credits Agreement

Site Address: 14470 Calle Real, Goleta, CA 93117

System Description: As defined below

System Owner: COUNTY OF SANTA BARBARA

System Owner Address: 105 E. Anapamu Street, Santa Barbara, California, 93101

System Owner's Federal EIN: 95-6002833

PowerFlex Systems, LLC Federal EIN: 82-3070669

This Assignment of LCFS Credits Agreement ("**Assignment**") is entered into as of _____, by and between **County of Santa Barbara** (the "**Assignor**"), and **PowerFlex Systems, LLC** (the "**Assignee**"), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS, Assignor entered into that certain AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT (as amended, the "**MSA**");

WHEREAS, under the MSA, the Parties entered into Work Order dated as of the date hereof (the "**Work Order**") for the sale and installation by Assignee of electric vehicle charging stations (the "**System**");

WHEREAS, California's Low Carbon Fuel Standard ("**LCFS**") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, "**CARB**") may issue LCFS credits for the System; and

WHEREAS, under the MSA, the Parties entered into Work Order (the "**Work Order**"), dated as of the date hereof and effective on the Final Completion Date (as defined in the MSA) for a minimum five-year term pursuant to which Assignee will provide certain hardware and/or software services for the System during the term specified therein (the "**Term**") in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the "**LCFS Credits**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the "**Effective Date**") and shall remain in effect for the duration of the Term (as defined in the Work Order) and any extension of such Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.

2. **ASSIGNMENT:** As of the Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits for the Term. As of the Effective Date, Assignee hereby assumes all of Assignor's interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR'S REPRESENTATIONS:** Assignor warrants that the Assignor's right to claim LCFS Credits transferred in this Assignment is free of lien, encumbrance, prior transfer or adverse claim arising by or through Assignor.
4. **DESIGNATION AS CREDIT GENERATOR.** In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor hereby designates Assignee to be the credit generator for the System during the Term. During the Term, Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
5. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
6. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
7. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.
8. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

County of Santa Barbara	PowerFlex Systems, LLC
By:	By:
Name:	Name:
Title:	Title:

END OF EXHIBIT 2

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