

POWER EFFICIENCY SERVICES AGREEMENT

This Power Efficiency Services Agreement (this "Agreement") is made and entered into as of the _____ day of _____, 2014 (the "Effective Date"), by and between The County of Santa Barbara with offices located at 105 E Anapamu St, Santa Barbara, CA on behalf of itself and its domestic subsidiaries and affiliates ("Host"), and Green Charge Networks, LLC, a Delaware limited liability company with offices located at 309 Laurelwood Drive Suite 24, Santa Clara, CA 95054 ("Owner" and, together with Host, each, a "Party" and together, the "Parties").

RECITALS

WHEREAS, Host owns and occupies certain premises as identified in Exhibit A (collectively, the "Premises");

WHEREAS, Owner develops, constructs and installs electric vehicle (EV) charging and energy storage systems;

WHEREAS, Owner has conducted and completed a demand charge reduction proposal requiring installation of an energy storage system and a EV charging station (collectively, the "System") on a portion of the Premises for the purpose of EV charging and reducing Host's peak demand for electrical energy by storing electrical energy on the System (such EV charging and energy savings services, collectively, the "Power Efficiency Services");

WHEREAS, the costs of the System will be funded, in part, by a grant from the California Energy Commission (CEC), pursuant to a certain award agreement (the "CEC Award"); and

WHEREAS, Host desires to obtain and purchase the Power Efficiency Services in order to reduce demand charges that Host pays from time to time to its local utility provider, and Owner is willing to provide Power Efficiency Services, on the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. TERM AND TERMINATION;

1.1 Term. The term of this Agreement and Power Efficiency Services provided under it, shall commence on the Effective Date and shall run for a period ending on the five (5) year anniversary of the last Site Commercial Operation Date (as defined in Section 3.8 below) (the "Initial Term"), unless terminated earlier pursuant to the provisions of this Agreement. After the Initial Term, Host may purchase the system at fair market value or Host and Owner may renew this Agreement for one (1) additional five (5) year term (the "Renewal Term"); unless this

Agreement is terminated before the expiration of the Initial Term or the Parties agree to a longer Renewal Term. The Renewal Term shall be mutually agreed upon by the Parties in writing thirty (30) days prior to the expiration of the Initial Term. The Initial Term and the Renewal Term, if any, are referred to collectively as the “Term.” The date on which the Term ends is referred to herein as the “Expiration Date.”

1.2 Removal of System at Expiration. Owner shall, at Owner’s sole expense, remove all tangible property comprising the System from the Premises on a mutually convenient date, but in no event later than thirty (30) days after the Expiration Date. Owner shall undertake such removal in such a manner as to not interrupt operation of the business at the Premises, including an interruption of electrical power. In connection with such removal, Owner shall remove above ground support structures and repair any damage to the Site and any other area in which any portion of the System was installed and restore such areas to their original condition, excluding ordinary wear and tear, provided that Owner shall not be required to remove large electrical conduits which Owner shall cause to be capped and secured. Owner shall leave the Premises in neat and clean order. If Owner fails to completely remove the System and repair the affected area as provided above, within thirty (30) days of the Expiration Date, Host may, upon ten (10) business days prior written notice to Owner, complete the necessary removal and/or restoration and Owner shall reimburse Host for the costs incurred by Host within ten (10) days after presentation by Host to Owner of reasonable supporting documentation describing the work performed and the cost thereof. In addition, should Owner fail to remove the System within such thirty (30) day period, Owner will be deemed to have abandoned the System and Host may, at Owner’s sole cost, remove and dispose of the System, including by sale or otherwise, as Host sees fit in its discretion, provided that if Host realizes any proceeds from the sale of the System (which may or may not occur) Host will credit such proceeds against the cost of removal.

1.3 Host’s Right to Terminate this Agreement. Host shall have the right to terminate this Agreement, without penalty:

- (a) upon any Owner Default;
- (b) Owner (A) commences a voluntary case under any bankruptcy law; (B) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Owner in an involuntary case under any bankruptcy law; or (C) any involuntary bankruptcy proceeding commenced against Owner remains undismissed or undischarged for a period of sixty (60) days;

1.4 Owner’s Right to Terminate this Agreement. Owner shall have the right to terminate this Agreement, without penalty:

- (a) upon any Host Default;
- (b) upon ninety (90) day’s notice, if an unstayed order of a court or administrative agency is entered having the effect of subjecting the provision and/or sale of the Power Efficiency Service to federal or state regulation of prices and/or service;

(c) upon ninety (90) days notice, if the Local Provider or electricity provider changes the manner in which Host's rate structures and demand charges are calculated which results in an actual materially lower Demand Charge Reduction Savings;

(d) if at any time Owner determines that it will not receive continued funding of the CEC Award;

(e) if Owner's continued compliance with this Agreement would violate the legal requirements or contract clauses with which Owner is required to comply pursuant to the CEC Award; or

(f) Host (i) commences a voluntary case under any bankruptcy law; (ii) fails to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against Host in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Host remains undismissed or undischarged for a period of sixty (60) days.

(g) if Owner is unable to obtain proper permits or interconnection with the Local Provider

1.5 Site Location.

(a) Host will work with Owner to determine the appropriate location at each facility identified on Exhibit A attached hereto (each space at each location, a "Site") for the sole purpose of installing, maintaining, operating, accessing, removing and replacing the System on such Site.

(b) Owner shall provide Host prior written notice at least five (5) business days before it or its contractors and/or subcontractors commence installation at any Site.

(c) At all times during the Term, Owner shall maintain insurance coverage as set forth in Section 16 to cover any damage caused to the Premises resulting from the installation, maintenance and operation of the System.

2. CONTINGENCIES.

2.1 Contingencies Available to Host. Host shall have the option to rescind this Agreement in the event of the following contingent events:

(a) Site. Host may rescind this Services Agreement if the Site conditions are not optimal for installation of the System, provided that prior to the time of installation of the System has commenced at the Site but in no event longer than ninety (90) days following the Effective Date (the "Site Contingency Period") Host provides Owner with written notice of the rescission.

(b) Notice to Proceed. At any time prior to the expiration of the Site Contingency Period, Host may waive all its available contingencies and rescission rights thereunder (as set forth above in Section 2.1(a)) by issuing to Owner a written notice advising Owner to proceed with activities necessary the sourcing of components for and

installation of the System (the "Notice to Proceed"). Email shall be an acceptable method for delivery of the Notice to Proceed.

2.2 **Post-Rescission.** In the event Host exercises its rescission rights as set forth above in Section 2.1, Host shall have no further liability to Owner and shall not be obligated to pay Owner a termination payment for termination of this Agreement.

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Use of Contractors and Sub-contractors. Owner shall be permitted to use contractors and sub-contractors to perform its obligations under this Agreement. Owner plans to subcontract all EV charging services to NRG's EVgo division. Owner shall continue to be responsible for the quality of the work performed by its contractors and sub-contractors. Owner shall remain responsible for obligations, services and functions performed by sub-contractors to the same extent as if such obligations, services and functions were performed by Owner's employees and for purposes of this Agreement such work shall be deemed work performed by Owner.

3.2 Liens and Payment of Contractors and Suppliers. Owner shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Owner under this Agreement and shall keep the Facility free and clear of any liens related to such charges. Owner shall indemnify Host for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges; provided, however, that Owner shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Site and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Site and the Premises. Upon Host's request, Owner will give Host copies of certificates of completion or similar documentation from Owner's contractors or sub-contractors, along with copies of all final lien waivers from Owner's contractors or sub-contractors.

3.3 Notice to Contractors and Sub-contractors. Owner shall, prior to commencing construction or maintenance of the System, notify all contractors and sub-contractors that Host shall not be responsible for payment for their work done on the Site, and all contractors and sub-contractors shall acknowledge in writing receipt of such notice.

3.4 Access Rights. Owner and its employees, agents, financiers, representatives and sub-contractors, if any, is granted the right to use such portions of the Premises as are reasonably required in order for Owner and its employees, contractors and sub-contractors, if any, to install, operate, maintain, and remove the System and otherwise satisfy its obligations under this Agreement. Owner shall notify Host prior to entering the Premises except in situations where there is imminent risk of damage to persons or property.

3.5 OSHA Compliance; Compliance with Law. Owner shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in its performance under this Agreement. Owner shall comply with all applicable laws in its performance hereunder.

3.6 Approvals; Installation, Permitting and Interconnection. Owner shall submit detailed drawings (including, without limitation, an electrical plan showing all planned modifications to the existing electrical systems of the Site and such other plans as may be reasonably requested by Host) related to the installation of the System at a particular Site to Host for approval. Owner shall, at Owner's sole cost and expense, obtain all governmental approvals and other permits and approvals required for the installation and operation of the System, including approval for interconnection (the "Interconnection Notice") of the System with the local electricity provider or utility serving the Site (the "Local Provider"). Owner will be responsible for all permits, applications or other fees required in connection with the foregoing. Host will, if necessary, cooperate with Owner's reasonable requests to assist Owner in obtaining such permits or approvals, but shall not be required to incur any costs or expenses in connection with such cooperation.

3.7 Financial Incentives. Unless expressly provided otherwise, all Rebates available in connection with the System are owned by Owner. "Rebates" shall mean any and all state or Local Provider rebates or other funding offered for the development of energy system projects, including, but not limited to the Self Generation Incentive Program, Investment Tax Credit. Host agrees, if necessary, to take all actions reasonably requested by Owner in order for Owner to obtain all rebates or subsidies made available in connection with the installation and operation of the System by any state government, local government, Local Provider or other source.

3.8 Commercial Operation Date. The commercial operation of the System with respect to each Site will commence on the date specified in the Interconnection Notice for such Site (each, a "Site Commercial Operation Date"). Host will use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary to result in Owner being able to issue the Interconnection Notice to Host with respect to each Site.

4. SYSTEM OPERATIONS.

4.1 Owner as Owner and Operator. Host shall have no ownership rights in the System. Notwithstanding that it will be affixed to the Sites, the System will not be deemed a part of, or a fixture to, the Premises or any portion of it. The System, shall at all times retain the legal status of personal property of Owner (or its operating subcontractor, as applicable) who shall pay any personal property, assessments or charges owed on the System. Owner shall assure that all statements for personal property or other taxes applicable to the existence of, or operation of, the System are sent by the taxing authority (ies) directly to Owner. Owner shall at all times keep the System in good operating condition and in compliance with all manufacturer specifications, including periodic maintenance, and shall assure that all warranties remain in effect. Owner shall operate and perform, or cause to be performed, all repairs to, or maintenance of, the System at its sole cost and expense, except to the extent that any necessary repairs result from the sole negligence or willful misconduct of Host.

4.2 Tax Returns. Host will not take a position on any tax return or in other filings suggesting that it is anything other than a purchaser of the Power Efficiency Service and Owner shall be treated as the owner of the System for federal and state income tax purposes and shall retain title to any tax credits available under federal or state law with respect to the System.

5. DELIVERY OF SERVICES; FEES.

5.1 Calculation of Demand Charge Reduction Savings; Power Efficiency Fees.

It is anticipated by the Parties that the operation of the System at each Site will result in a reduction in the demand charge, power or Kilowatt (KW) portion of Host's utility obligations to its Local Provider (such reduction in demand charges that would otherwise be paid, with respect to all Sites, in the aggregate, the "Demand Charge Reduction Savings") listed in Exhibit C. Owner shall calculate and provide to Host the amount of Demand Charge Reduction Savings on a monthly basis. This calculation will be based upon comparing the actual charges due to "demand charge" portion of Host's utility bills issued from its Local Provider to the avoided "demand charge" that Owner calculates that Host would otherwise have had to pay without the use of the System. In consideration of the Power Efficiency Services provided hereunder, Host shall pay to Owner an amount equal to fifty percent (50%) of the Demand Charge Reduction Savings (the "Power Efficiency Fee"). Host shall make all of its invoices/statements with its Local Provider available to Owner for purposes of calculating the Power Efficiency Fee promptly after Host receiving such invoices/statements.

(b) EV Payments. Pricing to users of the EV charger services shall be determined by Owner in its commercially reasonable discretion. The other terms for use of the EV charging system are set forth on Exhibit B.

(c) Each party may invoice the other for the amounts due hereunder on a monthly basis or as otherwise agreed to by the parties, and undisputed bills shall be paid within thirty (30) days of receipt.

5.2 Operational Change. If at any time prior to the third anniversary of the Effective Date of this Agreement Host makes any changes to its business operations that reduce the amount or peaks of its electrical energy usage with its Local Provider by more than 25% of the previous year's demand for the same consecutive three-month billing period (an "Operational Change"), then the Host agrees to increase Owner's percentage of the Power Efficiency Fee to an amount that is mutually agreeable to the Parties at the time of such Operational Change for a period ending on the earlier to occur of (i) the third anniversary of the date of this Agreement; or (ii) Host's usage of electrical energy increases to a level such that an Operational Change is no longer occurring.

5.3 Environmental Attributes. Host's purchase of Power Efficiency Service pursuant to this Agreement does not include any entitlement to Environmental Attributes, tax benefits or other attributes of ownership of the System. All Environmental Attributes shall be retained by Owner, and may be used or disposed of by Owner in its sole discretion. For the purposes hereof, the term "Environmental Attributes" means any and all marketable environmental attributes or renewable energy credits, including but not limited to, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags and tradable renewable credits, provided that in no event will the foregoing sever, erode or affect Host's right, title and interest in and to the Premises.

5.4 Risk of Loss. As between the Parties, Owner shall be deemed to have exclusive control (and shall be responsible for any property damage or injuries caused thereby) of the

System and the electricity generated up to and including the point at which the System is interconnected to the customer meter. Owner shall bear all risk of loss or damage to the System whatsoever, except to the extent resulting from the willful misconduct or gross negligence of Host (to the extent not otherwise covered by Owner's insurance). Owner shall be required to carry casualty and property insurance sufficient to protect Owner's interest in the System, as provided by Section 16 below.

5.5 ISO Markets & Demand Response Programs. Upon mutual agreement, Owner may secure additional revenue streams for both Host and Owner, and Owner may aggregate the System and the electrical energy stored in the System with other customers of Owner that have similar systems in order to allow Owner to operate as a participating generator for an Independent System Operator ("ISO"). As a participating generator to an ISO, Owner would be able to provide transmission and ancillary services to the electrical power system for a fee. Similarly, Host will cooperate with Owner to enter into any "Demand Response Programs using the battery storage" that Owner believes may generate additional savings or revenue to Host. Any revenue generated from Owner's operation as a participating generator to an ISO, or from entering into any Demand Response Programs will be split between Host and Owner at an agreed upon percentage.

6. OPERATIONS AND MAINTENANCE.

6.1 O&M Services. Owner shall be responsible for performing, or causing to be performed, all operation, repair, maintenance and monitoring services for the System during the Term. At all times, Owner shall promptly provide Host with all information reasonably requested relating to the operation, use, or any other matter relating to the System, subject, however, to any confidentiality requirements set forth herein. Owner shall be permitted, upon mutual agreement, to re-baseline, recalibrate and otherwise make modifications to the System, including, but not limited to, adding modular components such as additional batteries or inverters. Notwithstanding the foregoing and anything in this Agreement to the contrary, all damage or injury to the System, whether requiring structural or nonstructural repairs, that are directly caused by, or that result solely from, the misuse by or negligent conduct or omission of Host may be repaired by Owner, at Host's sole cost and expense, to the condition that existed before the damage.

6.2 The O&M and service warranty will be provided for a 10 year period or the term of this contract. The O&M and system warranty will provide support, problem diagnosis, on-site repair and preventative maintenance to make sure the system is functioning correctly for 10 years after the Site Commercial Operational Date.

6.3 Host Site Obligations. Host shall, at its sole cost and expense, take all actions necessary to maintain each Site in a safe condition, to at least the same standard as it customarily maintains the common areas at the Premises. In addition, Host shall take reasonable precautions to protect the System from vandalism. Notwithstanding anything to the contrary in this Agreement, Host shall not be required to undertake any additional measures related to the monitoring and security of the System than it otherwise would in its normal course of business if the System were not installed on the Premises. For the avoidance of doubt, Host shall be under no obligation to maintain the System, signage or any other equipment installed by Owner within the Site.

6.4 Host Rights to Premises. Host further represents, warrants and covenants that it has obtained or it shall obtain any and all consents or approvals required in order for Owner to utilize the Premises under Section 1.5 of this Agreement and perform its obligations under this Agreement, and for Owner to take the actions with respect to the Premises contemplated in this Agreement, from any third parties: (i) with an interest in the Premises (including, without limitation, any owner, lender, lessee, ground lessor, or any party to any reciprocal easement agreement) or (ii) whose consent is otherwise required under conditions, covenants and restrictions documents, declarations or similar agreements affecting the Premises.

6.5 Suspension of Service. Owner shall be entitled to reasonably suspend delivery of Power Efficiency Service to the Premises for the purpose of maintaining and repairing any System and such suspension of service shall not constitute a breach of this Agreement. Owner shall ensure that any suspension in the delivery of Power Efficiency Service to the Host shall not cause an interruption of electricity service to the Premises supplied by the Local Provider.

6.6 Notifications of Malfunctions and Emergencies. Each Party shall notify the other as soon as reasonably practicable following the discovery by it of any material malfunction of the System or interruption in the supply of Power Efficiency Service from the System (“System Emergency”). Each Party shall designate and advise the other Party of personnel to be notified in the event of a System Emergency.

6.7 Structural Damage to Site Premises. Owner shall be liable for any damage caused by the System or the Owner’s access to the Premises hereunder, including, without limitation, any damage to the business located at the Premises, damage to property, or injury to persons, or from any operation and/or maintenance activity of Owner resulting in such damage. Owner shall, within ten (10) business days from receiving notice of any such damage make all repairs. In the event Owner does not complete the repairs within ten (10) business days, Host shall have a right to make all repairs, and Owner shall reimburse Host for all costs related thereto incurred by Host within ten (10) days after presentation by Host to Owner of supporting documentation describing the work performed and the cost thereof.

7. GENERAL COVENANTS.

7.1 Owner’s Covenants. As a material inducement to Host’s execution and delivery of this Agreement, Owner covenants and agrees to the following:

(a) Health and Safety. Owner shall strictly comply with all applicable laws, statutes, rules, regulations and ordinances for the Premises (if any).

(b) Notice of Damage. Owner shall immediately notify Host of any matters it is aware of pertaining to any actual or potential damage to or loss of the use of the System or the Premises or that could reasonably be expected to adversely affect the System (or the operation of the System) or the Premises.

(c) Liens. Owner shall not directly or indirectly cause, create, incur, assume or suffer to exist any liens on or with respect to the Premises or any interest therein

except that Owner may grant a lien on or security interest in its rights and interests in the Agreement for financing purposes. If Owner breaches its obligations under this Section, it shall promptly cause any liens to be discharged and released of record without cost to Host.

(d) Host's Reservation of Rights. Owner shall not inhibit Host from access to the Site.

7.2 Host's Covenants. As a material inducement to Owner's execution and delivery of this Agreement, Host covenants and agrees that it shall not alter, repair, modify or otherwise tamper or interfere with the System without the prior written consent of Owner.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority and has taken all requisite corporate or other action to enter into, execute, deliver, and perform its obligations under this Agreement;

(c) it has the financial resources necessary to perform its obligations under this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other governmental authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and

(f) Neither the execution and delivery of this Agreement by such Party nor the performance by such Party of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which such Party is a party or by which such Party is bound.

8.2 Owners' Warranties. Owner represents and warrants the following:

(a) Quality of Services. The Power Efficiency Services will be performed in a diligent and professional manner, in accordance with the highest industry standards by qualified workers experienced in performing the type of work specified herein.

(b) In Accordance with the Agreement. The Power Efficiency Services shall be performed strictly in accordance with the requirements of the Agreement.

(c) In Accordance with the Law. The Power Efficiency Services shall be performed strictly in accordance with all applicable laws, statutes, rules, regulations and ordinances for the Premises (if any).

(d) Licenses and Permits. Owner is licensed, if required by law, and bonded in the State in which and Power Efficiency Services are to be performed. Owner has and shall maintain all necessary permits and certifications required by any governmental authority to perform the Power Efficiency Services; such licenses, permits, governmental approvals and certifications will be maintained current and valid throughout the Term hereof.

(e) Intellectual Property. Owner is the lawful owner or licensee of all intellectual property used by Owner in the performance of the Power Efficiency Services. With respect to any application or hosted software that Owner uses in performing the Power Efficiency Services (“Software”), Owner warrants that: (a) Owner is the lawful owner or licensee of all Software and has the right to license Host to use it; (b) all Software is free of any defect and computer virus and will function in accordance with its specifications; and (c) all Software that is to be delivered to or used by Host complies with Host’s system development methodology and security requirements.

(f) Third Party. The Power Efficiency Services will not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any trademark, copyright or patent rights.

9. TAXES AND GOVERNMENTAL FEES.

Owner shall be responsible for paying and remitting all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed by a governmental authority against it due to its ownership of the System. If a tax is imposed upon Host related to the improvement of real property by the existence of the System on the Premises, Owner shall reimburse Host for such tax.

10. FORCE MAJEURE.

10.1 Excused Performance. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Article 11 shall (a) as soon as practicable after occurrence of the claimed Force Majeure event notify the other Party in writing of the existence and nature of the Force Majeure Event, (b) promptly exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (c) promptly notify the other Party in writing of the cessation or termination of said Force Majeure Event, and (d) resume performance of its obligations hereunder as soon as practicable thereafter. For the purposes hereof, a “Force Majeure Event” means the failure or interruption of the production, delivery, or acceptance of Power Efficiency Services resulting from any of the following events to the extent not caused by the Party claiming a Force Majeure Event: (a) war, riot, acts of a public enemy, insurrection, acts of terrorism, or

civil disturbance; and (b) acts of God, including but not limited to storms, flood, lightening, earthquake, hailstorms, ice storms, tornados, hurricanes, landslides, fires (whether deliberately set or otherwise); and (c) Owner is required by Utility or local authority to stop operation of system

10.2 Supplier Bankruptcy. Owner acquires equipment and components and relies upon warranties from suppliers. These suppliers are defined as battery and inverter manufacturers and may include other component manufacturers. Should a supplier be forced in to bankruptcy Owner may, by providing Host with thirty (30) day written notice, , terminate this Agreement. Upon such termination, Owner shall immediately restore the Premises to its original condition (other than ordinary wear and tear) at Owner's cost.

10.3 Consequence of Force Majeure Event. If the System is substantially damaged or destroyed by a Force Majeure Event, Owner shall elect, upon written notice to Host given within ten (10) days after receipt of notice of such substantial damage or destruction, to repair or replace the System and upon commencement of operation of the replacement System all terms and conditions of this Agreement shall remain in effect, including the remaining Term of this Agreement. Alternatively, if the System is substantially damaged or destroyed by a Force Majeure Event, Owner or Host may, by providing written notice to the other within twenty (20) days, terminate this Agreement without fault or liability to the other. Owner shall have fifteen (15) days after either giving or receiving notice of termination pursuant to this section to remove a damaged or destroyed System; otherwise, it shall be considered abandoned and Host may remove and dispose of the System pursuant to Section 1.2.

11. DEFAULT.

11.1 Owner Defaults and Host Remedies. The following events shall be defaults with respect to Owner (each, a "Provider Default"):

(a) A breach by Owner of a material term of this Agreement that remains uncured for fifteen (15) days after Host provided Owner with notice or a breach by Owner that by its nature may not be cured.

(b) If any representation or warranty of Owner proves at any time to have been incorrect in any material respect when made.

(c) In the event of an Owner Default, Host may, in addition to any other remedy available at law or in equity, immediately terminate this Agreement pursuant to Section 1.3(a) above.

11.2 Host Defaults and Owner Remedies. The occurrence of any of the following events shall be deemed a "Host Default" for purposes of this Agreement:

(i) Host breaches any material term of this Agreement; or

(ii) Host fails to pay Owner any amount owing to Owner under this Agreement, including any Power Efficiency Fee, within fifteen (15) days of receiving written notice from Owner that such undisputed amount is past due.

In the event of a Host Default, Owner may, in addition to any other remedy available at law or in equity, terminate this Agreement pursuant to Section 1.4(a) above.

12. LIMITATION OF LIABILITY.

EXCEPT AS OTHERWISE PROVIDED HEREIN, FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS, FOR VIOLATION OF ANY APPLICABLE LAW BY OWNER OR ITS SUBCONTRACTORS, AND TO THE EXTENT ASSERTED BY A THIRD PARTY AS PART OF A CLAIM COVERED BY THE INDEMNIFICATION OBLIGATIONS OF SECTION 15, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

EXCLUDING CLAIMS FOR PERSONAL INJURY OR DEATH, EACH PARTY'S TOTAL LIABILITY FOR ANY AND ALL LIABILITY TO THE OTHER PARTY AND TO SUCH OTHER PARTY'S SUBCONTRACTORS OR AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (ON AN AGGREGATE BASIS) ARISING OUT OF OR IN CONNECTION THIS AGREEMENT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) SHALL NOT EXCEED ONE MILLION DOLLARS (\$1,000,000.00).

13. ASSIGNMENT.

13.1 Except as provided in Sections 13.2 and 13.3 below, this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees. Any prohibited assignment is void.

13.2 Owner's Rights.

(a) Notwithstanding anything to the contrary in Section 13.1, Owner may assign or subcontract any of the terms or obligations under this Agreement. Owner shall be entitled to, and is hereby authorized to, file one or more precautionary UCC Financing Statements or fixture filings, as applicable, in such jurisdictions as it deems appropriate with respect to the Systems in order to protect its rights in the Systems, provided, however, in no event shall Owner be permitted to make any filings that would be an encumbrance on title to the real property on which the System is situated.

13.3 Host's Rights.

(a) Host may assign its rights and interests in and to this Agreement to any successor owner or person lawfully occupying the Premises, provided that any such assignee shall agree in writing to be bound by the terms of this Agreement.

14. CONFIDENTIALITY.

14.1 Confidential Information. If either Party provides confidential information, including, without limitation, business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Host's business ("Confidential Information") to the other, or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except to the extent necessary in the negotiation and performance of this Agreement. A Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "Representatives"), and affiliates, lenders, investors, potential lenders, potential investors and potential assignees of this Agreement (provided and on condition that such potential lenders, potential investors and potential assignees agree in writing to be bound by the terms of this Section 14), in each case whose access is reasonably only to the extent necessary to the negotiation and performance of this Agreement, the financing of the System or the sale of any interest in Owner. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 14.1 by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 14.1. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 14.1, but shall be in addition to all other remedies available at law or in equity.

14.2 Permitted Disclosures. Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that:

- (a) becomes publicly available other than through the receiving Party;
- (b) is required to be disclosed by it or its affiliates pursuant to applicable law or regulation, including the California Public Records Act, a subpoena or order of a court, or for evidentiary purposes in any relevant action, proceeding or arbitration to which the receiving Party or any of its partners, officers, directors, shareholders or affiliates is a party; provided in the event that the receiving Party receives a request to disclose any Confidential Information under such subpoena, order or otherwise, the Party receiving the subpoena or court order shall, to the extent permitted by applicable law: (i) promptly notify the other Party thereof, (ii) consult with the other Party on the advisability of taking steps to resist or narrow such request, and (iii) if disclosure is required, reasonably cooperate with the other Party in any attempt that it may make to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential

Information. Any such efforts shall be at the sole cost of the Party wishing to prevent or limit disclosure of the Confidential Information;

(c) is independently developed by the receiving Party; or

(d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

15. INDEMNIFICATION AND LIEN WAIVER.

15.1 Owner agrees to indemnify, defend (with counsel reasonably approved by Host) and hold harmless Host and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by Host on account of any claim except where such indemnification is prohibited by law. Owner's indemnification obligation applies to Host's active as well as passive negligence but does not apply to Host's sole negligence or willful misconduct.

15.2 Lien Waiver. Owner shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Owner under this Agreement and shall keep the Premises free and clear of any liens related to such charges. Owner shall indemnify Host for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Premises in connection with such charges; provided, however, that Owner shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Premises.

16. INSURANCE. Owner, at its own expense, shall provide and maintain insurance coverage during the complete term of the Agreement that conforms in all material respects with the following requirements:

16.1 Workers' Compensation and Employer's Liability Insurance. Statutory Workers' Compensation coverage for all of its employees, including occupational disease coverage, as required by applicable law, and employer's liability with limits of at least \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease per employee, and \$1,000,000 bodily injury by disease in the aggregate.

16.2 Commercial General Liability Insurance. Commercial General Liability Insurance written on an "occurrence" basis with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury, hazards of operation, broad form property damage liability coverage, products/completed operations coverage, independent contractor coverage and broad form contractual coverage for liability assumed under the Agreement, to the extent insurable under the policy. Coverage shall include liability arising out of acts of agents or contractors of Owner.

16.3 Automobile Liability Insurance. Coverage for all motor vehicles operated by or for Owner, including protection for automobiles and trucks used by Owner either on or away from the sites at which work is being performed, with a combined single limit of at least

\$1,000,000 per occurrence for bodily injury and property damage. The policy shall include coverage for all hired, owned and non-owned vehicles.

16.4 Insurance Requirements Applicable to Contractors. Owner shall require each of its contractors to maintain policies of insurance of the types described above with insurance limits as are customary for the industry in which each such contractor operates and coverage limits as are commercially reasonable given the nature of the work to be provided by such contractor.

16.5 Policy Provisions. Owner agrees that it will maintain insurance to cover any indemnity obligation that it has assumed under this Agreement. All policies will be primary and at Owner's sole expense. Host will be included as an additional insured on all coverage listed above with the exception of Workers' Compensation, Employer's Liability, Property, and Professional Liability. All workers compensation, general liability, and auto liability insurance policies will include provisions that the insurers waive the rights of recovery or subrogation against Host. Insurance coverage will be in a form and carrier acceptable to Host with a minimum A.M. Best rating of A-/VII or higher. The insolvency, bankruptcy or failure of any insurance company shall not relieve Owner of any of its obligations herein. Within two (2) days of a request by Host, Owner shall provide certificates of insurance including additional insured endorsements.

16.6 Certificates. A certificate of insurance and additional insured endorsement evidencing the above must be presented and satisfactory to Host prior to commencement of the Power Efficiency Services. Owner must provide thirty (30) days notice to Host in the event of cancellation of such coverage and ten (10) days notice in the event of non-payment of premium; and, Owner shall notify Host in the event of material change or cancellation.

17. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Owner's and Host's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing) or (iii) via facsimile or e-mail (which e-mail shall state in bold, capital letters in the reference line that this is an official notice provided under Section 17 of the Power Efficiency Agreement.

If to Host:

Santa Barbara County
General Services Dept.
Facilities – Energy Div.
1105 Santa Barbara St
Santa Barbara, CA 93101

If to Owner:

Green Charge Networks
Attn: Legal Department
309 Laurelwood Road
Suite 24
Santa Clara, CA 95054

18. DESIGNATED REPRESENTATIVE: Roy Hapeman at phone number 805 568-2628 is the representative of HOST and will administer this Agreement for and on behalf of HOST. Vic Shao at (650) 265-8300 is the authorized representative for OWNER. Changes in designated representatives shall be made only after advance written notice to the other party.

19. MISCELLANEOUS.

19.1 Integration; Exhibits. This Agreement, together with any Exhibits and Schedules attached hereto, constitutes the entire agreement and understanding between Owner and Host with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect.

19.2 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Owner or Host shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

19.3 Limited Effect of Waiver. The failure of Owner or Host to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

19.4 Changes and Modifications to the Agreement. Any modification, alteration or change to this Agreement shall be made only by written amendments executed by the Parties.

19.5 Governing Law Provision: The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to conflict of laws principles. Each Party irrevocably agrees that any legal action, suit or proceeding brought by it that in any way arises out of the Agreement (“Proceeding”) must be litigated exclusively in the State of California

19.6 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement

shall be valid and enforceable to the fullest extent permitted by applicable law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

19.7 Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Owner and Host and their respective permitted successors and assigns.

19.8 Survival. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive.

19.9 No Partnership. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.

19.10 No Third Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

19.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which may be delivered by facsimile transmission or electronically in .PDF format and each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

[Signature page follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Owner and Host have executed this Agreement as of the Effective Date.

OWNER:

GREEN CHARGE NETWORKS, LLC

By: _____

Name: Vic Shao

Title: Chief Executive Officer

HOST:

“COUNTY”

COUNTY OF SANTA BARBARA

ATTEST:

MONA MIYASATO

CLERK OF THE BOARD

By: _____

Deputy Clerk

By: _____

Steve Lavagnino, Chair
Board of Supervisors

Date: _____

APPROVED AS TO FORM:

ROBERT W. GEIS, CPA

AUDITOR-CONTROLLER

By: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI

COUNTY COUNSEL

By: _____

APPROVED:

Matthew P. Pontes, Director
General Services Department

APPROVED AS TO FORM:

RISK MANAGEMENT

Ray Aromatorio, ARM, AIC
Risk Program Administrator

EXHIBIT A

Site Locations

Energy Storage System Size	Address
30kW/30kWh	105 E Anapamu St, Santa Barbara, CA 93101

EXHIBIT B

EV Charging System Details

	Terms for Host
Initial Hardware Expense	\$0 to Host Fully covered by Owner
Monthly Network Fee	\$0 to Host Fully covered by Owner
Maintenance & Repair Cost	\$0 to Host Fully covered by Owner. Owner provides station monitoring and 24/7/365 customer service.
Revenue share	25% to the Host to offset electricity costs or the actual cost of electricity used by the charging station
Electricity Cost	Paid by Host
Set station pricing	eVgo

EXHIBIT C

[Annual Demand Charge Reduction Savings]

Expected savings for Year 1 \$6,586.89

Bill End	Demand				Demand				Demand				Monthly Savings
	Full Peak Max kW	SetPoint Full Peak kW	Shaved Full Peak kW	\$/kW Tariff at Full Peak	Part Peak Max kW	SetPoint Part Peak kW	Shaved Part Peak kW	\$/kW Tariff at Part Peak	Off Peak Max kW	SetPoint Off Peak kW	Shaved Off Peak kW	\$/kW Tariff at Off Peak	
2/1/2013			0.0		729.6	710.4	19.2	\$0.00	686.4	656.4	30.0	\$15.33	\$294.34
3/1/2013			0.0		691.2	670.1	21.1	\$0.00	681.6	662.4	19.2	\$15.33	\$323.77
4/1/2013			0.0		662.4	634.0	28.4	\$0.00	648.0	618.0	30.0	\$15.33	\$434.81
5/1/2013			0.0		657.6	633.2	24.4	\$0.00	638.4	608.4	30.0	\$15.33	\$374.05
6/1/2013			0.0		662.4	638.0	24.4	\$0.00	624.0	594.0	30.0	\$15.33	\$374.61
7/1/2013	667.2	640.3	26.9	\$21.34	648.0	619.2	28.8	\$6.03	604.8	574.8	30.0	\$15.33	\$1,159.35
8/1/2013	686.4	663.9	22.5	\$21.34	710.4	680.4	30.0	\$6.03	657.6	627.6	30.0	\$15.33	\$1,121.44
9/1/2013	686.4	661.0	25.4	\$21.34	667.2	637.2	30.0	\$6.03	628.8	598.8	30.0	\$15.33	\$1,111.27
10/1/2013	710.4	684.0	26.4	\$21.34	710.4	685.8	24.6	\$6.03	672.0	642.0	30.0	\$15.33	\$1,089.69
11/1/2013			0.0		638.4	621.8	16.6	\$0.00	614.4	584.4	30.0	\$15.33	\$254.92
12/1/2013			0.0		648.0	618.0	30.0	\$0.00	604.8	574.8	30.0	\$15.33	\$459.90
1/1/2014			0.0		676.8	655.9	20.9	\$0.00	580.8	550.8	30.0	\$15.33	\$320.62

Past 12 Months Savings \$6,586.89