

**Silicon Valley Clean Energy
Priority Zone DC Fast Charging Incentive Program
Incentive Agreement**

THIS AGREEMENT is made and effective as of December 8, 2020 (“Effective Date”), by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY ("SVCE"), an independent public agency, and X (“Recipient”) In consideration of the covenants, conditions and undertakings set forth herein, the parties agree as follows:

1. RECITALS. This Agreement is made with respect to the following facts and purposes which each of the parties acknowledge and agree are true and correct:

A. “PRIORITY ZONE DCFC PROGRAM” is an SVCE program to incentivize the installation of Direct Current Fast Charging (“DCFC”) infrastructure in or near SVCE-identified priority zones, in order to accelerate electric vehicle (“EV”) adoption by residents of multi-unit dwelling developments in SVCE territory.

B. Recipient submitted an application for a Priority Zone DCFC Program incentive, attached hereto as **Exhibit A**, for installation of DCFC infrastructure in one or more SVCE-identified priority zone(s).

C. SVCE finds that the use of incentive funds described herein furthers a public purpose and meets the goals and objectives established for the Priority Zone DCFC Program, and desires to award Recipient a one-time incentive pursuant to the terms of this Agreement.

2. INCENTIVE. SVCE hereby agrees to provide funding to Recipient in the amount of *x thousand dollars (\$x,000)*, subject to the provisions of this Agreement (“Incentive Funds”).

3. USE OF INCENTIVE FUNDS. Recipient shall use the Incentive Funds to support the installation of the DCFC infrastructure, in the locations, numbers, and speeds identified below. Any use(s) of Incentive Funds not contemplated by this Section 3 must be approved in writing by SVCE. If Recipient determines, after analysis and planning for the installation of the DCFC infrastructure listed below, that one or more of the sites is no longer feasible and/or that installation of certain DCFC infrastructure is no longer feasible, the Recipient shall notify SVCE in writing of such. SVCE will work with the Recipient to reduce or modify the site(s) or DCFC infrastructures, if possible, and will reduce the Incentive Funds accordingly. In no event shall Recipient’s Incentive Funds or scope of work be increased.

Site Name and Location:

Number of Chargers:

Charger Speed:

4. DEFAULT AND TERMINATION. Should an Event of Default occur, SVCE shall provide a notice of default to Recipient and shall give Recipient at least fifteen (15) calendar days from

the date the notice is sent to cure the Event of Default. If Recipient fails to cure the Event of Default within the time prescribed, SVCE may, at SVCE's sole discretion, withhold Incentive Funds not yet disbursed hereunder, require the return or repayment of Incentive Funds already disbursed, and/or terminate this Agreement by written notice which shall be effective upon receipt by Recipient. "Event of Default" shall mean the occurrence of any one or more of the following events by Recipient: (a) any false statement, representation, or warranty contained in this Agreement, the Application, or any other document submitted to SVCE; (b) failure to comply with applicable laws; (c) a failure to maintain in effect any policy of insurance required under this Agreement; or (d) a material breach of this Agreement.

5. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

SILICON VALLEY CLEAN ENERGY AUTHORITY

RECOMMENDED FOR APPROVAL:

Justin Zagunis, Director of Decarbonization Policy and Programs

Girish Balachandran, CEO

APPROVED AS TO FORM:

Trisha Ortiz, General Counsel

X, INC.

X

X

[Signatures of two corporate officers are required for corporations – First signature must be one of the following: 1) the chairman of the board; 2) the president; or 3) any vice president. The second corporate signature must be one of the following: 1) the secretary; 2) any assistant secretary; 3) the chief financial officer; or 4) any assistant treasurer.]

APPENDIX A
APPLICATION

APPENDIX B
PARTICIPANT AGREEMENT

EXHIBIT C
FINAL MARKETING AND OUTREACH IMPLEMENTATION PLAN