



**DATE:** AUGUST 26, 2020  
**TO:** ATN BOARD OF DIRECTORS  
**FROM:** DIANA KOTLER, EXECUTIVE DIRECTOR  
**RE:** AGENDA ITEM 13

**RECOMMENDATION:**

Authorize Anaheim Transportation Network (ATN) Executive Director to execute a Charge Management System (CMS), Power Purchase Agreement (PPA) and, as necessary, other construction and engineering services agreements, as approved by ATN legal counsel, with Amply Power in response to ATN RFP #2020-024

**DISCUSSION:**

Anaheim Transportation Network (ATN) is proposing execution of an agreement with an energy partner, through a Power Purchase Agreement, as well as the provision and operation of a Charge Management System. A partner who will own solar assets and sell energy to ATN via a long term (20-year) energy Power Purchase Agreement (PPA) with a provision and operation of a Charge Management System (CMS), which will serve as an interface between base operational personnel and transfer of electrical energy to ATN buses to regulate power delivery to the base bus charging fleet in a manner that minimizes ATN expenditure of electrical energy, while also meeting fleet and facility service requirements.

The proposed agreement is consistent with the ATN **#ElectrifyAnaheim** initiative to advance operations and maintenance of ATN new facility at 1213 Claudina Street, Anaheim, CA 92805. A facility that will become the base of operations for ATN driving personnel and to serve as the primary charging and infrastructure facility to support our fleet of 82 battery electric buses (at full electrification).

Development and implementation of PPA for ATN's photovoltaic (PV) system for ATN facilities will proceed along two sites and in two phases. Phase One will include:

1. Infrastructure to allow for future electrification of 82 buses
2. PV system at 1213 Claudina Street, Anaheim
3. Wiring for charging infrastructure of 46 buses
4. Charge Management System for 46 buses

Phase Two initiatives will include:

1. PV System at Manchester Facility
2. Expansion of CMS for entire ATN ZEB fleet
3. Application for grant funding opportunities to minimize need for private financing of capital costs
4. Consider battery storage (MicroGrid) options and bi-directional bus charging technology

At this meeting, ATN Board of Directors is asked to consider Phase One, only.



There are several equally important reasons ATN is considering PPA:

- CMS is essential to the operation of current fleet of 46 Zero Emission Buses (ZEBs) to ensure daily roll-out requirements and management of energy supply and delivery to the entire system
- Create foundation for future electrification of ATN fleet – to complete fleet electrification by 2026 (ahead of California Air Resources Board mandate)
- Need of capital investment to complete build-out of ATN’s new facilities with PV system, as required by certain grants
- Increase value of Low Carbon Fuel Standard (LCFS) incentive capture (See Exhibit 1)

Through a comprehensive procurement process, ATN selected Amply Power, Inc. (Amply) as the most qualified firm for the development of this Public Private Partnership (P3). The Board authorized ATN staff, and legal counsel, at its meeting on June 24, 2020, to proceed with exclusive negotiations with Amply.

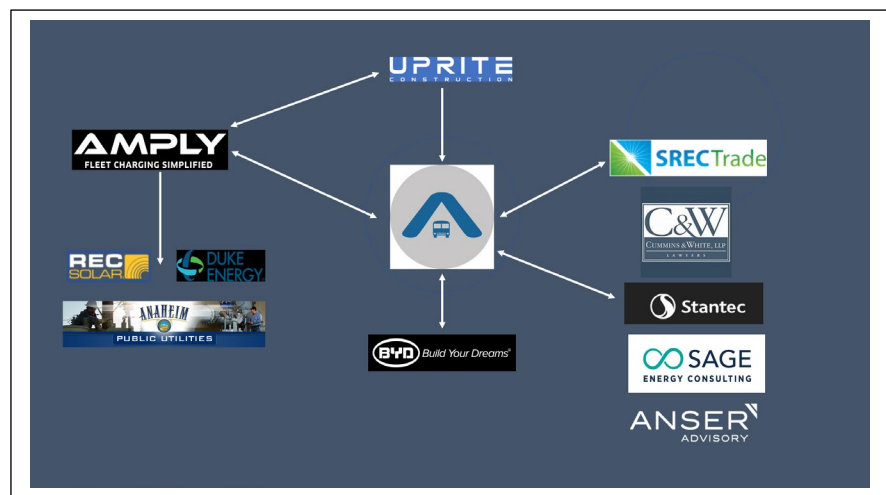
The proposed PPA was negotiated by a professional team of dedicated organizations who worked together to develop a structure to advance Zero Emission Bus (ZEB) technology and develop a flagship project for the industry and ATN:

1. Amply Power – prime contractor for the implementation of PV and CMS initiatives. Will hold a contractual relationship with RecSolar, Duke Energy and Anaheim Public Utilities, as well as provide CMS service to the ATN. ATN will process one payment to Amply to cover all of the above charges;

2. Uprite Construction will contract with Amply Power to construct PV canopy and all other electrical needs to facilitate charging of ATN fleet;

3. BYD USA – bus manufacturer of 46 ATN Zero Emission Buses;

4. SRECTrade – brokerage firm to sell ATNs Low Carbon Fuel Standard (LCFS) Credits. LCFS credits will be used to re-pay ATN financial land acquisition obligations to the City of Anaheim and provide alternative funding source for ATN’s Capital Improvement Program; and





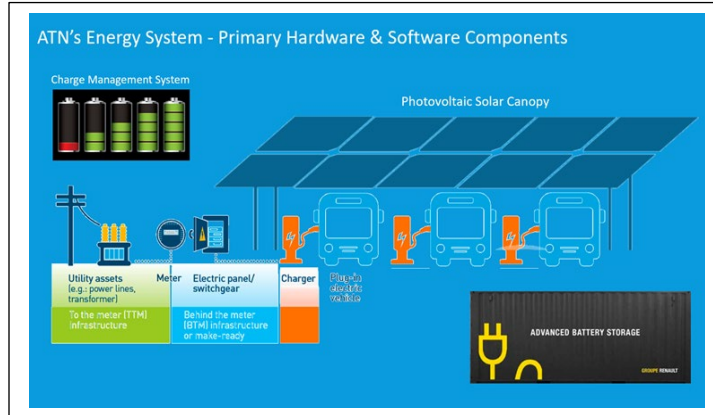
- A team of technical and legal experts represented by Cummins & White, Stantec, Sage Energy Consultants and ATN's Owner's Representative Anser Advisory.

This team of technical and legal experts assisted ATN with negotiation of two agreements: 1) agreement for Charge Management (CMS) services and 2) Power Purchase Agreement (PPA).



Under the CMS Agreement, AMPLY Power will be responsible for installing all charging equipment, CMS equipment, and configuration and operation of CMS software. Amply Power will be also performing certain operation and maintenance services to maintain CMS equipment and software. These services will provide for safe and efficient charge management of ATN's ZEB fleet of 46 buses and ensure that buses are charged at a 90% level for each day for service.

Under the PPA agreement, Amply Power is responsible for design, engineering, installation, construction, commission, ownership, operation, maintenance, and repair of the photovoltaic solar power electric generation system at ATN's Claudina facility. In return for these services, ATN agrees to purchase all of its electric energy, measured in kWh, as well as certain other attributes, generated by the system during the term for the contract.



Anaheim Transportation Network



Financial evaluations for the proposed agreements were prepared by Sage Energy Consultants. Detailed financial assumptions are provided as Attachment 1.

All financial assumptions and considerations were prepared by ATN technical consultants, in consultation with the ATN, using the latest technology-based methods and models:

1. Energy consumption and production modeling was developed by Stantec – *Charging Profile for ATN*. This model was used to develop financial projections and provide electrical and system engineering designs for the Claudina and Manchester sites, in concert with development of site plans for Anaheim Public Utility;
2. Financial model and energy needs assume Year 1 begins with 28 buses and addition of two buses per month, thereafter, to the full fleet of 46 ZEBs by July 1, 2020. These assumptions were included to consider uncertainties of COVID-19, as well as delivery, acceptance, and deployment of ZEBs;
3. Phase Two was postponed to 2026 and number of buses reduced to 35, from the original 40 buses. This change in scope and schedule provides ATN with additional time to raise funding, adjust to post-COVID-19 economy and consider if ATN should acquire 60-foot articulated buses, further reduce fleet size or use 40-foot buses. Post-COVID-19 realities may be different, and we need to be able to adjust accordingly;
4. LCFS incentive values assume zero carbon intensity electricity and are based on indicative forward pricing provided by SRECTrade. LCFS calculated values provided by SRECTrade have been reduced by 10% to account for management fees and unforeseen market conditions;
5. Financial assumptions were prepared by Sage Energy (Sage). Sage aggregated information from Amply’s Best and Final Offer (BAFO), BYD bus specifications, system specification and charging parameters of service operations developed by Stantec and engineering drawings developed for Claudina Site; and
6. Sage also acted as a technical expert and lead technical negotiator for the PPA and CMS agreements.

Sage validated Stantec calculations for the annual energy load/needs per bus, and system wide, including PV system’s energy production/generation. These calculations are presented in Tables 2 through 4, on the following pages. ATN system’s financial modeling is based on the BAFO proposal submitted by Amply and ATN’s all-inclusive energy rate per kilowatt hour (kWh) of \$0.354349, (Table 1).

Energy Cost	Table 1
CMS Cost per kWh	\$ 0.049000
PPA Price per kWh	\$ 0.191000
APU Rate per kWh DEV-D-EV-2	\$0.114349
<b>TOTAL RATE per kWh</b>	<b>\$0.354349</b>





**Table 2**

<b>LCFS and REC Credit Calculations</b>	
<b>Assumptions</b>	
Annual Load per Bus (kWh)	100,000
Solar PV Production, Year 1	928,832
Solar PV Annual Degradation	0.75%

Cost analysis provides a window into operational assumptions for the 20-year life of the project allowing ATN to secure a rate of energy cost for the entire term.

To account for some of the unknowns, Sage incorporated a three percent cost escalation for rates from Anaheim Public Utilities and degradation of PV's solar production down to 75 percent.

**Tables 3 - 4**

System Size, kW DC	544.86
Year 1 Production, kWh	928,832
Project Development Costs	\$144,000
Annual Production Degradation	0.75%

Phase 1 Annual Load (kWh)	5,168,400
Phase 1 Number of Buses	46
Phase 2 Annual Load (kWh)	4,560,675
Phase 2 Number of Buses	35

The only informational item, as a point of comparison, added by the ATN is the cost of Liquefied Natural Gas (LNG) fuel and tank lease. These LNG costs are presented at current value. Tables 5 through 8 provide detailed cost analysis for:

1. Cost of Charge Management System (Table 5)
2. Cost of PV installation and financing (Table 6)
3. Total cost of electric energy (Table 7)
4. Cost comparison to current LNG costs (Table 7)
5. LCFS Credits Value (Table 8)

Under AB 32, California legislature authorized trade of LCFS credits for ten years, through 2030. For the remaining life of the LCFS program, ATN anticipates generation of \$15.4 million in revenue. ATN will use these credits to make land acquisition payments to the City of Anaheim (\$11 million), with the rest of revenue generated through the sale of LCFS credits to go toward ATN's Capital Improvement Program. These LCFS credits do not include future energy generation capacity at the Manchester Site (Phase 2) as well as continued reduction in carbon intensity of ATN's credits. ATN anticipates continued increase in value of ATN's LCFS credits.

ATN is eligible to receive Low Carbon Fuel Standard (LCFS) credits. ATN decided to maintain these credits and trade these credits on an open market. In fall 2019, ATN awarded a brokerage agreement SRECTrade to manage trade of LCFS credits.



**Table 5 – Total Cost of Charge Management System**

<b>Electric Bus Charge Management Services (CMS) Costs, 0% Annual Escalator</b>							
Calendar Year	Year	Phase	Number of Buses	Total CMS Load (kWh)	CMS Price	CMS Cost	CMS per Bus
2021	1	1	40	4,445,000	\$ 0.0490	\$ 218,000	\$ 5,400
2022	2	1	46	5,168,000	\$ 0.0490	\$ 253,000	\$ 5,500
2023	3	1	46	5,168,000	\$ 0.0490	\$ 253,000	\$ 5,500
2024	4	1	46	5,168,000	\$ 0.0490	\$ 253,000	\$ 5,500
2025	5	1	46	5,168,000	\$ 0.0490	\$ 253,000	\$ 5,500
2026	6	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2027	7	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2028	8	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2029	9	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2030	10	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2031	11	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2032	12	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2033	13	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2034	14	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2035	15	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2036	16	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2037	17	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2038	18	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2039	19	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2040	20	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
<b>Totals</b>				<b>162,210,000</b>		<b>\$ 5,030,000</b>	<b>\$ 110,400</b>

**Table 6 – Total Cost of PPA (PV Solar) for Claudina Site**

<b>Electricity Costs with Solar PV and Incentives, 0% Annual PPA Escalator (Excludes CMS Costs)</b>							
Utility Usage (kWh)	Utility Energy Cost	PV Production (kWh)	Residual Utility Usage (kWh)	Residual Utility Energy Cost	PPA Price per kWh	PPA Payments	PV Operating Costs
4,516,000	516,000	929,000	3,587,000	\$ 415,000	\$ 0.1910	\$ 177,000	\$ 270
5,240,000	609,000	922,000	4,318,000	\$ 512,000	\$ 0.1910	\$ 176,000	\$ 280
5,240,000	628,000	915,000	4,325,000	\$ 529,000	\$ 0.1910	\$ 175,000	\$ 290
5,240,000	646,000	908,000	4,332,000	\$ 545,000	\$ 0.1910	\$ 173,000	\$ 300
5,240,000	666,000	901,000	4,339,000	\$ 562,000	\$ 0.1910	\$ 172,000	\$ 310
9,210,000	1,124,000	895,000	8,315,000	\$ 1,038,000	\$ 0.1910	\$ 171,000	\$ 320
9,210,000	1,157,000	888,000	8,322,000	\$ 1,069,000	\$ 0.1910	\$ 170,000	\$ 330
9,210,000	1,192,000	881,000	8,329,000	\$ 1,102,000	\$ 0.1910	\$ 168,000	\$ 330
9,210,000	1,228,000	875,000	8,335,000	\$ 1,136,000	\$ 0.1910	\$ 167,000	\$ 340
9,210,000	1,265,000	868,000	8,342,000	\$ 1,171,000	\$ 0.1910	\$ 166,000	\$ 360
9,210,000	1,303,000	861,000	8,349,000	\$ 1,207,000	\$ 0.1910	\$ 165,000	\$ 370
9,210,000	1,342,000	855,000	8,355,000	\$ 1,244,000	\$ 0.1910	\$ 163,000	\$ 380
9,210,000	1,382,000	849,000	8,361,000	\$ 1,282,000	\$ 0.1910	\$ 162,000	\$ 390
9,210,000	1,423,000	842,000	8,368,000	\$ 1,321,000	\$ 0.1910	\$ 161,000	\$ 400
9,210,000	1,466,000	836,000	8,374,000	\$ 1,361,000	\$ 0.1910	\$ 160,000	\$ 410
9,210,000	1,510,000	830,000	8,380,000	\$ 1,403,000	\$ 0.1910	\$ 158,000	\$ 420
9,210,000	1,555,000	823,000	8,387,000	\$ 1,446,000	\$ 0.1910	\$ 157,000	\$ 440
9,210,000	1,602,000	817,000	8,393,000	\$ 1,490,000	\$ 0.1910	\$ 156,000	\$ 450
9,210,000	1,650,000	811,000	8,399,000	\$ 1,536,000	\$ 0.1910	\$ 155,000	\$ 460
9,210,000	1,700,000	805,000	8,405,000	\$ 1,583,000	\$ 0.1910	\$ 154,000	\$ 480
<b>163,626,000</b>	<b>\$ 23,964,000</b>	<b>17,311,000</b>	<b>146,315,000</b>	<b>\$ 21,952,000</b>		<b>\$ 3,306,000</b>	<b>\$ 7,320</b>

**Table 7 – Total Cost of Energy &  
Cost Comparison to Current Energy Cost**

Total Energy Cost Including PV & CMS	Current Cost of LNG Including Fuel and Tank	Equivalent Cost Savings (Loss) in Energy Costs	LCFS Incentive Value (after Processing)	REC Cost (after processing)	Total LCFS Incentive Value	Uses of LCFS Incentives Land Acquisition (75%)	Uses of LCFS Incentives CIP (25%)
\$ 810,000	\$ 1,404,912	\$ 594,912	\$ 1,172,000	\$ 47,000	\$ 1,219,000	\$ 914,250	\$ 304,750
\$ 941,000	\$ 1,404,912	\$ 463,912	\$ 1,301,000	\$ 52,000	\$ 1,353,000	\$ 1,014,750	\$ 338,250
\$ 957,000	\$ 1,404,912	\$ 447,912	\$ 1,253,000	\$ 49,000	\$ 1,302,000	\$ 976,500	\$ 325,500
\$ 971,000	\$ 1,404,912	\$ 433,912	\$ 1,212,000	\$ 45,000	\$ 1,257,000	\$ 942,750	\$ 314,250
\$ 987,000	\$ 1,404,912	\$ 417,912	\$ 1,170,000	\$ 41,000	\$ 1,211,000	\$ 908,250	\$ 302,750
\$ 1,462,000	\$ 1,871,302	\$ 409,302	\$ 1,993,000	\$ 73,000	\$ 2,066,000	\$ 1,549,500	\$ 516,500
\$ 1,492,000	\$ 1,871,302	\$ 379,302	\$ 1,923,000	\$ 65,000	\$ 1,988,000	\$ 1,491,000	\$ 497,000
\$ 1,523,000	\$ 1,871,302	\$ 348,302	\$ 1,857,000	\$ 58,000	\$ 1,915,000	\$ 1,436,250	\$ 478,750
\$ 1,556,000	\$ 1,871,302	\$ 315,302	\$ 1,795,000	\$ 51,000	\$ 1,846,000	\$ 1,384,500	\$ 461,500
\$ 1,590,000	\$ 1,871,302	\$ 281,302	\$ 1,731,000	\$ 44,000	\$ 1,775,000	\$ 1,331,250	\$ 443,750
\$ 1,625,000	\$ 1,871,302	\$ 246,302	\$ -	\$ -			
\$ 1,660,000	\$ 1,871,302	\$ 211,302	\$ -	\$ -			
\$ 1,697,000	\$ 1,871,302	\$ 174,302	\$ -	\$ -			
\$ 1,735,000	\$ 1,871,302	\$ 136,302	\$ -	\$ -			
\$ 1,774,000	\$ 1,871,302	\$ 97,302	\$ -	\$ -			
\$ 1,814,000	\$ 1,871,302	\$ 57,302	\$ -	\$ -			
\$ 1,856,000	\$ 1,871,302	\$ 15,302	\$ -	\$ -			
\$ 1,899,000	\$ 1,871,302	\$ (27,698)	\$ -	\$ -			
\$ 1,944,000	\$ 1,871,302	\$ (72,698)	\$ -	\$ -			
\$ 1,990,000	\$ 1,871,302	\$ (118,698)	\$ -	\$ -			
<b>\$ 30,283,000</b>	<b>\$ 35,094,097</b>		<b>\$ 15,407,000</b>	<b>\$ 525,000</b>	<b>\$ 15,932,000</b>	<b>\$ 11,949,000</b>	<b>\$ 3,983,000</b>



**Table 8 – LCFS Credits Calculation & Values**

Bus Charging Total Load (kWh)	Solar PV Production (kWh)	Solar RECs Generated Onsite	REC Processing Fee	Purchased RECs	REC Purchase Cost per REC***	REC Purchase Cost	Total REC Cost	LCFS Credits to Offset all BEB Charging*	LCFS Credit Price**	LCFS Credit Processing Fee****	LCFS Annual Value
4,000,000	928,832	929	\$ 697	3,071	\$ 15.00	\$ 46,068	\$ 46,764	6,600	\$187.00	\$ 61,705.51	\$ 1,172,405
4,600,000	921,866	922	\$ 645	3,678	\$ 14.00	\$ 51,494	\$ 52,139	7,486	\$183.00	\$ 68,496.42	\$ 1,301,432
4,600,000	914,952	915	\$ 595	3,685	\$ 13.00	\$ 47,906	\$ 48,500	7,382	\$178.75	\$ 65,973.23	\$ 1,253,491
4,600,000	908,090	908	\$ 545	3,692	\$ 12.00	\$ 44,303	\$ 44,848	7,277	\$175.25	\$ 63,767.27	\$ 1,211,578
4,600,000	901,279	901	\$ 496	3,699	\$ 11.00	\$ 40,686	\$ 41,182	7,174	\$171.75	\$ 61,604.94	\$ 1,170,494
8,100,000	894,519	895	\$ 447	7,205	\$ 10.00	\$ 72,055	\$ 72,502	12,448	\$168.50	\$ 104,877.80	\$ 1,992,678
8,100,000	887,810	888	\$ 400	7,212	\$ 9.00	\$ 64,910	\$ 65,309	12,266	\$165.00	\$ 101,195.77	\$ 1,922,720
8,100,000	881,152	881	\$ 352	7,219	\$ 8.00	\$ 57,751	\$ 58,103	12,082	\$161.75	\$ 97,716.78	\$ 1,856,619
8,100,000	874,543	875	\$ 306	7,225	\$ 7.00	\$ 50,578	\$ 50,884	11,900	\$158.75	\$ 94,457.81	\$ 1,794,698
8,100,000	867,984	868	\$ 260	7,232	\$ 6.00	\$ 43,392	\$ 43,652	11,716	\$155.50	\$ 91,095.69	\$ 1,730,818
8,100,000	861,474	861									\$ -
8,100,000	855,013	855									\$ -
8,100,000	848,601	849									\$ -
8,100,000	842,236	842									\$ -
8,100,000	835,919	836									\$ -
8,100,000	829,650	830									\$ -
8,100,000	823,428	823									\$ -
8,100,000	817,252	817									\$ -
8,100,000	811,122	811									\$ -
8,100,000	805,039	805									\$ -
143,900,000	17,310,762	17,311	\$ 4,743	53,919		\$ 519,141	\$ 523,884	96,332		\$ 810,891	\$ 15,406,933



To summarize, based on the proposed energy generation, use, maintenance, operation, and revenue from the proposed 20-year Power Purchase Agreement (PPA) with Amply Power, ATN will:

1. Secure guaranteed energy cost for its ZEB Fleet
2. Realize approximately \$4.8 million in energy (fuel) savings over the 20-year project life
3. Lay a foundation for future electrification of ATN operations
4. Establish a revenue source to pay for land acquisition obligation to the City of Anaheim without reliance on community's contribution toward operating costs (ATN's General Fund). Meet all financial obligation for land purchase
5. Provide a revenue source for ATN's ongoing CIP Program of approximately \$3.9 million
6. Manage energy supply for ATN fleet and facilities with Charge Management System to ensure energy efficiency and maximum LCFS generation potential

**IMPACT ON BUDGET:**

Beneficial impact on the ATN General/Operating Fund. Future revenue source for ATN Capital Improvement Program to be appropriated by ATN's future Board of Directors



**Exhibit 1**  
**Low Carbon Fuel Standard Summary**



Anaheim Transportation Network



## Low Carbon Fuel Standard Background

Under the AB 32 Scoping Plan, California Air Resources Board (Board) identified the Low Carbon Fuel Standard (LCFS) as one of the nine discrete early action measures to reduce California's greenhouse gas (GHG) emissions that cause climate change. The LCFS is a key part of a comprehensive set of programs in California to cut GHG emissions and other smog-forming and toxic air pollutants by improving vehicle technology, reducing fuel consumption, and increasing transportation mobility options. The LCFS is designed to decrease the carbon intensity of California's transportation fuel pool and provide an increasing range of low-carbon and renewable alternatives, which reduce petroleum dependency and achieve air quality benefits.

The Board approved the LCFS regulation in 2009 and began implementation on January 1, 2011. CARB approved some amendments to the LCFS in December 2011, which were implemented on January 1, 2013. In September 2015, the Board approved the re-adoption of the LCFS, which became effective on January 1, 2016, to address procedural deficiencies in the way the original regulation was adopted. In 2018, the Board approved amendments to the regulation, which included strengthening and smoothing the carbon intensity benchmarks through 2030 in-line with California's 2030 GHG emission reduction target enacted through SB 32, adding new crediting opportunities to promote zero emission vehicle adoption, alternative jet fuel, carbon capture and sequestration, and advanced technologies to achieve deep decarbonization in the transportation sector.

The LCFS is designed to encourage the use of cleaner low-carbon transportation fuels in California, encourage the production of those fuels, and therefore, reduce GHG emissions and decrease petroleum dependence in the transportation sector. The LCFS standards are expressed in terms of the "carbon intensity" (CI) of gasoline and diesel fuel and their respective substitutes. The program is based on the principle that each fuel has "life cycle" greenhouse gas emissions that include CO<sub>2</sub>, CH<sub>4</sub>, N<sub>2</sub>O, and other GHG contributors. This life cycle assessment examines the GHG emissions associated with the production, transportation, and use of a given fuel. The life cycle assessment includes direct emissions associated with producing, transporting, and using the fuels, as well as significant indirect effects on GHG emissions, such as changes in land use for some biofuels. The carbon intensity scores assessed for each fuel are compared to a declining CI benchmark for each year. Low carbon fuels below the benchmark generate credits, while fuels above the CI benchmark generate deficits. Credits and deficits are denominated in metric tons of GHG emissions. Providers of transportation fuels must demonstrate that the mix of fuels they supply for use in California meets the LCFS carbon intensity standards, or benchmarks, for each annual compliance period. A deficit generator meets its compliance obligation by ensuring that the amount of credits it earns or otherwise acquires from another party is equal to, or greater than, the deficits it has incurred.

Other jurisdictions are joining California, which is evident in the Pacific Coast Collaborative, a regional agreement between California, Oregon, Washington, and British Columbia, to strategically align policies to reduce GHG and promote clean energy. CARB has been routinely working with these jurisdictions, and over time, these LCFS programs will build an integrated West Coast market for low-carbon fuels that will create greater market pull, increased confidence for investors of low carbon alternative fuels, and synergistic implementation and enforcement programs. CARB also continues to engage with representatives from Canada and Brazil as they develop similar clean fuels program.



Anaheim Transportation Network  
AMPLY Solar PV PPA and CMS Proposal Analysis  
8/19/2020

## AMPLY Solar PV PPA and Electric Bus CMS Proposal Overview

Phase 1+2, 20-year Contract, 0% and 2% Annual Escalator Scenarios, Stantec Scenario 1

### Claudina Site ONLY

Financial Results			
CMS 20-Year R	0	0% Escalator	2% Escalator
Nominal Cost		\$ 5,030,000	\$ 8,629,000
NPV Cost		\$ 3,913,000	\$ 6,468,000
Nominal Cost per Bus		\$ 110,000	\$ 118,000
NPV Cost per Bus		\$ 86,000	\$ 90,000
Average Annual Cost per Bus		\$ 5,500	\$ 6,000
Solar PV PPA	0	0% Escalator	2% Escalator
Solar Project without Incentives			
Year 1 Savings/(Loss)		\$ (77,000)	\$ (51,000)
Cumulative Return, Nominal \$, 20-year		\$ 35,094,097	\$ (1,558,000)
NPV Return, 2.5% D.R., 20-year		\$ (1,180,000)	\$ (1,230,000)
Solar Project with LCFS and REC Incentives			
LCFS Incentive Value, 20-year Total		\$ 15,407,000	\$ 15,407,000
REC Incentive Value, 20-year Total		\$ 525,000	\$ 525,000
Year 1 Savings/(Loss)		\$ 1,049,000	\$ 1,168,000
Cumulative Return, Nominal \$, 20-year		\$ 13,449,000	\$ 14,374,000
NPV Return, 2.5% D.R., 20-year		\$ 11,694,000	\$ 12,556,000

Project Assumptions		
CMS	0% Escalator	2% Escalator
CMS Price/kWh	\$ 0.0490	\$ 0.0430
Annual Price Escalator	0.0%	2.0%
Phase 1 Annual Load (kWh), 46 Buses	5,240,000	
Phase 1 Number of Buses	46	
Phase 2 Annual Load (kWh)	9,210,000	
Phase 2 Number of Buses	35	
Solar PV PPA	0% Escalator	2% Escalator
PPA Base Price per kWh	\$ 0.1910	\$ 0.1640
PPA Annual Escalator	0.0%	2.0%
System Size, kW DC	544.86	
Year 1 Production (kWh)	929,000	
Project Development Costs	\$139,000	
Annual Production Degradation	0.75%	
APU Annual Energy Cost Escalation	3.00%	
APU Electric Rate Schedule	DEV-D-EV-2	
General Assumptions		
Annual Load from Admin Building (kWh)	71,600	
NPV Discount Rate	2.50%	

### Notes

- 1) This modeling is based on Stantec file Charging Profile 1hr ATN.xlsx created 5/4/2020, Scenario 1, Phases 1 & 2.
- 2) Year 1 bus rollout is ramped with 28 buses Phase 1 begins 1/1/2021 with two buses added per month until 7/1/2020, at which time all 46 Phase 1 buses are put into service.
- 3) Phase 2 buses have been reduced from 40 in the original modeling to 35 in this modeling, for a total of 81 BEBs beginning in year 6.
- 4) LCFS incentive values assume zero carbon intensity electricity and are based on indicative forward pricing provided by SRETrade as of 7/6/20.
- 5) LCFS calculated values provided by SRETrade have been reduced by 10% to account for management fees and procurement costs.
- 6) The DG RECs produced by this project will be consumed for LCFS credit requirements. Additional RECs will need to be purchased to allow all EV bus charging to be LCFS eligible.
- 7) Stantec's BEB charging tables note that Phase 1 is 64 buses and Phase 2 is 100 buses. However, bus usage indicates that 46 buses were used in both Phase 1 and 2 stated above. Sage used the full charging loads calculated by Stantec but scaled BEB loads per the project assumptions.

**#ElectrifyAnaheim  
Fleet Electrification  
Cost Benefit Analysis**

<b>Electric Bus Charge Management Services (CMS) Costs, 0% Annual Escalator</b>							
Calendar Year	Year	Phase	Number of Buses	Total CMS Load (kWh)	CMS Price	CMS Cost	CMS per Bus
2021	1	1	40	4,445,000	\$ 0.0490	\$ 218,000	\$ 5,400
2022	2	1	46	5,168,000	\$ 0.0490	\$ 253,000	\$ 5,500
2023	3	1	46	5,168,000	\$ 0.0490	\$ 253,000	\$ 5,500
2024	4	1	46	5,168,000	\$ 0.0490	\$ 253,000	\$ 5,500
2025	5	1	46	5,168,000	\$ 0.0490	\$ 253,000	\$ 5,500
2026	6	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2027	7	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2028	8	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2029	9	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2030	10	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2031	11	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2032	12	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2033	13	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2034	14	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2035	15	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2036	16	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2037	17	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2038	18	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2039	19	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
2040	20	2	81	9,139,000	\$ 0.0490	\$ 253,000	\$ 5,500
<b>Totals</b>				<b>162,210,000</b>		<b>\$ 5,030,000</b>	<b>\$ 110,400</b>

**Electricity Costs with Solar PV and Incentives, 0% Annual PPA Escalator (Excludes CMS Costs)**

Utility Usage (kWh)	Utility Energy Cost	PV Production (kWh)	Residual Utility Usage (kWh)	Residual Utility Energy Cost	PPA Price per kWh	PPA Payments	PV Operating Costs	Net Energy Costs with PV	Net Annual Savings/(Loss)	Cumulative Savings/(Loss)	LCFS Incentive Value (after Processing)	REC Cost (after processing)	Net Energy Costs with Incentives	Net Annual Savings/(Loss) with Incentives	Cumulative Savings/(Loss) with Incentives
4,516,000	\$ 516,000	929,000	3,587,000	\$ 415,000	\$ 0.1910	\$ 177,000	\$ 270	\$ 592,000	\$ (77,000)	\$ (216,000)	\$ 1,172,000	\$ 47,000	\$ (533,000)	\$ 1,049,000	\$ 910,000
5,240,000	\$ 609,000	922,000	4,318,000	\$ 512,000	\$ 0.1910	\$ 176,000	\$ 280	\$ 688,000	\$ (79,000)	\$ (295,000)	\$ 1,301,000	\$ 52,000	\$ (561,000)	\$ 1,170,000	\$ 2,080,000
5,240,000	\$ 628,000	915,000	4,325,000	\$ 529,000	\$ 0.1910	\$ 175,000	\$ 290	\$ 704,000	\$ (76,000)	\$ (371,000)	\$ 1,253,000	\$ 49,000	\$ (500,000)	\$ 1,128,000	\$ 3,208,000
5,240,000	\$ 646,000	908,000	4,332,000	\$ 545,000	\$ 0.1910	\$ 173,000	\$ 300	\$ 718,000	\$ (72,000)	\$ (443,000)	\$ 1,212,000	\$ 45,000	\$ (449,000)	\$ 1,095,000	\$ 4,303,000
5,240,000	\$ 666,000	901,000	4,339,000	\$ 562,000	\$ 0.1910	\$ 172,000	\$ 310	\$ 734,000	\$ (69,000)	\$ (512,000)	\$ 1,170,000	\$ 41,000	\$ (395,000)	\$ 1,061,000	\$ 5,364,000
9,210,000	\$ 1,124,000	895,000	8,315,000	\$ 1,038,000	\$ 0.1910	\$ 171,000	\$ 320	\$ 1,209,000	\$ (85,000)	\$ (597,000)	\$ 1,993,000	\$ 73,000	\$ (711,000)	\$ 1,835,000	\$ 7,199,000
9,210,000	\$ 1,157,000	888,000	8,322,000	\$ 1,069,000	\$ 0.1910	\$ 170,000	\$ 330	\$ 1,239,000	\$ (82,000)	\$ (679,000)	\$ 1,923,000	\$ 65,000	\$ (619,000)	\$ 1,776,000	\$ 8,975,000
9,210,000	\$ 1,192,000	881,000	8,329,000	\$ 1,102,000	\$ 0.1910	\$ 168,000	\$ 330	\$ 1,270,000	\$ (79,000)	\$ (758,000)	\$ 1,857,000	\$ 58,000	\$ (529,000)	\$ 1,721,000	\$ 10,696,000
9,210,000	\$ 1,228,000	875,000	8,335,000	\$ 1,136,000	\$ 0.1910	\$ 167,000	\$ 340	\$ 1,303,000	\$ (76,000)	\$ (834,000)	\$ 1,795,000	\$ 51,000	\$ (441,000)	\$ 1,669,000	\$ 12,365,000
9,210,000	\$ 1,265,000	868,000	8,342,000	\$ 1,171,000	\$ 0.1910	\$ 166,000	\$ 360	\$ 1,337,000	\$ (72,000)	\$ (906,000)	\$ 1,731,000	\$ 44,000	\$ (350,000)	\$ 1,615,000	\$ 13,980,000
9,210,000	\$ 1,303,000	861,000	8,349,000	\$ 1,207,000	\$ 0.1910	\$ 165,000	\$ 370	\$ 1,372,000	\$ (69,000)	\$ (975,000)	\$ -	\$ -	\$ 1,372,000	\$ (69,000)	\$ 13,911,000
9,210,000	\$ 1,342,000	855,000	8,355,000	\$ 1,244,000	\$ 0.1910	\$ 163,000	\$ 380	\$ 1,407,000	\$ (66,000)	\$ (1,041,000)	\$ -	\$ -	\$ 1,407,000	\$ (65,000)	\$ 13,846,000
9,210,000	\$ 1,382,000	849,000	8,361,000	\$ 1,282,000	\$ 0.1910	\$ 162,000	\$ 390	\$ 1,444,000	\$ (62,000)	\$ (1,103,000)	\$ -	\$ -	\$ 1,444,000	\$ (62,000)	\$ 13,784,000
9,210,000	\$ 1,423,000	842,000	8,368,000	\$ 1,321,000	\$ 0.1910	\$ 161,000	\$ 400	\$ 1,482,000	\$ (59,000)	\$ (1,162,000)	\$ -	\$ -	\$ 1,482,000	\$ (59,000)	\$ 13,725,000
9,210,000	\$ 1,466,000	836,000	8,374,000	\$ 1,361,000	\$ 0.1910	\$ 160,000	\$ 410	\$ 1,521,000	\$ (55,000)	\$ (1,217,000)	\$ -	\$ -	\$ 1,521,000	\$ (55,000)	\$ 13,670,000
9,210,000	\$ 1,510,000	830,000	8,380,000	\$ 1,403,000	\$ 0.1910	\$ 158,000	\$ 420	\$ 1,561,000	\$ (52,000)	\$ (1,269,000)	\$ -	\$ -	\$ 1,561,000	\$ (51,000)	\$ 13,619,000
9,210,000	\$ 1,555,000	823,000	8,387,000	\$ 1,446,000	\$ 0.1910	\$ 157,000	\$ 440	\$ 1,603,000	\$ (48,000)	\$ (1,317,000)	\$ -	\$ -	\$ 1,603,000	\$ (48,000)	\$ 13,571,000
9,210,000	\$ 1,602,000	817,000	8,393,000	\$ 1,490,000	\$ 0.1910	\$ 156,000	\$ 450	\$ 1,646,000	\$ (45,000)	\$ (1,362,000)	\$ -	\$ -	\$ 1,646,000	\$ (44,000)	\$ 13,527,000
9,210,000	\$ 1,650,000	811,000	8,399,000	\$ 1,536,000	\$ 0.1910	\$ 155,000	\$ 460	\$ 1,691,000	\$ (41,000)	\$ (1,403,000)	\$ -	\$ -	\$ 1,691,000	\$ (41,000)	\$ 13,486,000
9,210,000	\$ 1,700,000	805,000	8,405,000	\$ 1,583,000	\$ 0.1910	\$ 154,000	\$ 480	\$ 1,737,000	\$ (37,000)	\$ (1,440,000)	\$ -	\$ -	\$ 1,737,000	\$ (37,000)	\$ 13,449,000
163,626,000	\$ 23,964,000	17,311,000	146,315,000	\$ 21,952,000		\$ 3,306,000	\$ 7,320	\$ 25,258,000	\$ 35,094,097		\$ 15,407,000	\$ 525,000	\$ 10,376,000	\$ 13,449,000	



Anaheim Transportation Network  
 AMPLY Solar PV PPA and CMS Proposal Analysis  
 8/19/2020

## AMPLY Solar PV PPA and Electric Bus CMS Proposal Overview

Phase 1+2, 20-year Contract, 0% and 2% Annual Escalator Scenarios, Stantec Scenario 1

### Electric Bus Charge Management Services (CMS) Costs, 2% Annual Escalator

Calendar Year	Year	Phase	Number of Buses	Total CMS Load (kWh)	CMS Price	CMS Cost	CMS per Bus
2021	1	1	40	4,445,000	\$ 0.0430	\$ 191,000	\$ 4,800
2022	2	1	46	5,168,000	\$ 0.0439	\$ 227,000	\$ 4,900
2023	3	1	46	5,168,000	\$ 0.0447	\$ 231,000	\$ 5,000
2024	4	1	46	5,168,000	\$ 0.0456	\$ 236,000	\$ 5,100
2025	5	1	46	5,168,000	\$ 0.0465	\$ 241,000	\$ 5,200
2026	6	2	81	9,139,000	\$ 0.0475	\$ 434,000	\$ 5,400
2027	7	2	81	9,139,000	\$ 0.0484	\$ 443,000	\$ 5,500
2028	8	2	81	9,139,000	\$ 0.0494	\$ 451,000	\$ 5,600
2029	9	2	81	9,139,000	\$ 0.0504	\$ 460,000	\$ 5,700
2030	10	2	81	9,139,000	\$ 0.0514	\$ 470,000	\$ 5,800
2031	11	2	81	9,139,000	\$ 0.0524	\$ 479,000	\$ 5,900
2032	12	2	81	9,139,000	\$ 0.0535	\$ 489,000	\$ 6,000
2033	13	2	81	9,139,000	\$ 0.0545	\$ 498,000	\$ 6,200
2034	14	2	81	9,139,000	\$ 0.0556	\$ 508,000	\$ 6,300
2035	15	2	81	9,139,000	\$ 0.0567	\$ 519,000	\$ 6,400
2036	16	2	81	9,139,000	\$ 0.0579	\$ 529,000	\$ 6,500
2037	17	2	81	9,139,000	\$ 0.0590	\$ 539,000	\$ 6,700
2038	18	2	81	9,139,000	\$ 0.0602	\$ 550,000	\$ 6,800
2039	19	2	81	9,139,000	\$ 0.0614	\$ 561,000	\$ 6,900
2040	20	2	81	9,139,000	\$ 0.0626	\$ 573,000	\$ 7,100
<b>Totals</b>				<b>162,202,000</b>		<b>\$ 8,629,000</b>	<b>\$ 117,700</b>

**#ElectrifyAnaheim  
Fleet Electrification  
Cost Benefit Analysis**

**Electricity Costs with Solar PV and Incentives, 2% Annual PPA Escalator (Excludes CMS Costs)**

Utility Usage (kWh)	Utility Energy Cost	PV Production (kWh)	Residual Utility Usage (kWh)	Residual Utility Energy Cost	PPA Price per kWh	PPA Payments	PV Operating Costs	Net Energy Costs with PV	Net Annual Savings/(Loss)	Cumulative Savings/(Loss)	LCFS Incentive Value (after Processing)	REC Cost (after processing)	Net Energy Costs with Incentives	Net Annual Savings/(Loss) with Incentives	Cumulative Savings/(Loss) with Incentives
4,516,000	\$ 516,000	929,000	3,587,000	\$ 415,000	\$ 0.1640	\$ 152,000	\$ 270	\$ 567,000	\$ (51,000)	\$ (190,000)	\$ 1,172,000	\$ 47,000	\$ (652,000)	\$ 1,168,000	\$ 1,029,000
5,240,000	\$ 609,000	922,000	4,318,000	\$ 512,000	\$ 0.1673	\$ 154,000	\$ 280	\$ 666,000	\$ (57,000)	\$ (247,000)	\$ 1,301,000	\$ 52,000	\$ (687,000)	\$ 1,296,000	\$ 2,325,000
5,240,000	\$ 628,000	915,000	4,325,000	\$ 529,000	\$ 0.1706	\$ 156,000	\$ 290	\$ 685,000	\$ (57,000)	\$ (304,000)	\$ 1,253,000	\$ 49,000	\$ (617,000)	\$ 1,245,000	\$ 3,570,000
5,240,000	\$ 646,000	908,000	4,332,000	\$ 545,000	\$ 0.1740	\$ 158,000	\$ 300	\$ 703,000	\$ (57,000)	\$ (361,000)	\$ 1,212,000	\$ 45,000	\$ (554,000)	\$ 1,200,000	\$ 4,770,000
5,240,000	\$ 666,000	901,000	4,339,000	\$ 562,000	\$ 0.1775	\$ 160,000	\$ 310	\$ 722,000	\$ (56,000)	\$ (417,000)	\$ 1,170,000	\$ 41,000	\$ (489,000)	\$ 1,155,000	\$ 5,925,000
9,210,000	\$ 1,124,000	895,000	8,315,000	\$ 1,038,000	\$ 0.1811	\$ 162,000	\$ 320	\$ 1,200,000	\$ (76,000)	\$ (493,000)	\$ 1,993,000	\$ 73,000	\$ (866,000)	\$ 1,990,000	\$ 7,915,000
9,210,000	\$ 1,157,000	888,000	8,322,000	\$ 1,069,000	\$ 0.1847	\$ 164,000	\$ 330	\$ 1,233,000	\$ (76,000)	\$ (569,000)	\$ 1,923,000	\$ 65,000	\$ (755,000)	\$ 1,912,000	\$ 9,827,000
9,210,000	\$ 1,192,000	881,000	8,329,000	\$ 1,102,000	\$ 0.1884	\$ 166,000	\$ 330	\$ 1,268,000	\$ (76,000)	\$ (645,000)	\$ 1,857,000	\$ 58,000	\$ (647,000)	\$ 1,839,000	\$ 11,666,000
9,210,000	\$ 1,228,000	875,000	8,335,000	\$ 1,136,000	\$ 0.1922	\$ 168,000	\$ 340	\$ 1,304,000	\$ (76,000)	\$ (721,000)	\$ 1,795,000	\$ 51,000	\$ (542,000)	\$ 1,770,000	\$ 13,436,000
9,210,000	\$ 1,265,000	868,000	8,342,000	\$ 1,171,000	\$ 0.1960	\$ 170,000	\$ 360	\$ 1,341,000	\$ (76,000)	\$ (797,000)	\$ 1,731,000	\$ 44,000	\$ (434,000)	\$ 1,699,000	\$ 15,135,000
9,210,000	\$ 1,303,000	861,000	8,349,000	\$ 1,207,000	\$ 0.1999	\$ 172,000	\$ 370	\$ 1,379,000	\$ (76,000)	\$ (873,000)	\$ -	\$ -	\$ 1,379,000	\$ (76,000)	\$ 15,059,000
9,210,000	\$ 1,342,000	855,000	8,355,000	\$ 1,244,000	\$ 0.2039	\$ 174,000	\$ 380	\$ 1,418,000	\$ (76,000)	\$ (949,000)	\$ -	\$ -	\$ 1,418,000	\$ (76,000)	\$ 14,983,000
9,210,000	\$ 1,382,000	849,000	8,361,000	\$ 1,282,000	\$ 0.2080	\$ 177,000	\$ 390	\$ 1,459,000	\$ (77,000)	\$ (1,026,000)	\$ -	\$ -	\$ 1,459,000	\$ (77,000)	\$ 14,906,000
9,210,000	\$ 1,423,000	842,000	8,368,000	\$ 1,321,000	\$ 0.2122	\$ 179,000	\$ 400	\$ 1,500,000	\$ (77,000)	\$ (1,103,000)	\$ -	\$ -	\$ 1,500,000	\$ (77,000)	\$ 14,829,000
9,210,000	\$ 1,466,000	836,000	8,374,000	\$ 1,361,000	\$ 0.2164	\$ 181,000	\$ 410	\$ 1,542,000	\$ (76,000)	\$ (1,179,000)	\$ -	\$ -	\$ 1,542,000	\$ (76,000)	\$ 14,753,000
9,210,000	\$ 1,510,000	830,000	8,380,000	\$ 1,403,000	\$ 0.2207	\$ 183,000	\$ 420	\$ 1,586,000	\$ (76,000)	\$ (1,255,000)	\$ -	\$ -	\$ 1,586,000	\$ (76,000)	\$ 14,677,000
9,210,000	\$ 1,555,000	823,000	8,387,000	\$ 1,446,000	\$ 0.2251	\$ 185,000	\$ 440	\$ 1,631,000	\$ (76,000)	\$ (1,331,000)	\$ -	\$ -	\$ 1,631,000	\$ (76,000)	\$ 14,601,000
9,210,000	\$ 1,602,000	817,000	8,393,000	\$ 1,490,000	\$ 0.2296	\$ 188,000	\$ 450	\$ 1,678,000	\$ (76,000)	\$ (1,407,000)	\$ -	\$ -	\$ 1,678,000	\$ (76,000)	\$ 14,525,000
9,210,000	\$ 1,650,000	811,000	8,399,000	\$ 1,536,000	\$ 0.2342	\$ 190,000	\$ 460	\$ 1,726,000	\$ (76,000)	\$ (1,483,000)	\$ -	\$ -	\$ 1,726,000	\$ (76,000)	\$ 14,449,000
9,210,000	\$ 1,700,000	805,000	8,405,000	\$ 1,583,000	\$ 0.2389	\$ 192,000	\$ 480	\$ 1,775,000	\$ (75,000)	\$ (1,558,000)	\$ -	\$ -	\$ 1,775,000	\$ (75,000)	\$ 14,374,000
163,626,000	\$ 23,964,000	17,311,000	146,315,000	\$ 21,952,000		\$ 3,431,000	\$ 7,330	\$ 25,383,000	\$ (1,558,000)		\$ 15,407,000	\$ 525,000	\$ 9,451,000	\$ 14,374,000	



# Fleet Charge Management Services Agreement

(PROJECT: ATN CLAUDINA SITE)

This **Fleet Charge Management Services Agreement** (this “**Agreement**”) is entered into as of \_\_\_\_\_ 2020 (the “**Effective Date**”) and is entered into between Anaheim Transportation Network (“**Purchaser**”) and Amply Power, Inc. (“**Seller**”).

## I. SELLER’S SCOPE

**1.1 Scope.** During the Term, Seller shall be responsible for (i) installing the Charging Equipment (as defined herein); (ii) installing the CMS Equipment and configuring and operating the Seller Software; and (iii) performing certain operation and maintenance services for the Charging Equipment, the CMS Equipment and Seller Software (clauses (ii) and (iii), collectively, the “**Operation and Maintenance Services**”), each as further described herein and in Exhibit B - Attachment 1. The installation of the Charging Equipment and the provision of Operating and Maintenance Services is referred to collectively as the “**Charging Management Service**” or “**CMS**”.

## II. CHARGING FACILITY AREA PREPARATION

**2.1 Charging Facility Area.** In furtherance of the purposes of the Agreement, Purchaser agrees, at its own expense, to complete all preparation requirements for the Premises with respect to the Charging Equipment set forth in Exhibit B (such requirements, the “**Charging Facility Area Preparation**”). Unless otherwise expressly set forth in the Agreement, Purchaser shall be responsible for all Approvals required for the Charging Facility Area Preparation.

**2.2 Equipment.** Any CMS Equipment furnished hereunder shall remain Seller’s personal property and shall be clearly marked or tagged as the property of Seller. Purchaser shall not move or relocate any CMS Equipment without Seller’s prior written consent. Purchaser hereby grants Seller and its authorized representatives and subcontractors the right to enter Purchaser’s premise(s) in order to perform its obligations under this Agreement, including, without limitation, to inspect the CMS Equipment and Charging Equipment and to maintain, repair and/or replace such CMS Equipment and Charging Equipment.

## III. PROVISION OF CHARGING EQUIPMENT

**3.1 Generally; Schedule.** Following Purchaser’s completion of the Charging Facility Area Preparation, the sufficiency of which shall be determined in Seller’s reasonable discretion, Seller shall perform installation of the Charging Equipment, the CMS Equipment and the Seller Software in accordance with Good Industry Practice and in accordance with the milestone schedule set forth in Exhibit C (the “**Project Schedule**”).

**3.2 Unforeseen Scope of Work.** Purchaser will be responsible for any unforeseen scope of work and costs beyond those delineated for the scope of work and Seller shall be entitled to a day-for-day extension of any Project Schedule milestone(s) impacted by unforeseen scope of work. Seller shall promptly notify Purchaser of unforeseen scope and obtain approval prior to conducting any unforeseen scope.

**3.3 Permits and Approvals.** Seller is responsible for obtaining Approvals necessary for installing the Charging Equipment and the CMS Equipment; provided that Purchaser agrees to reasonably and timely assist Seller in obtaining such Approvals.

**3.3 Charging Equipment Requirements.** Seller shall provide energy meters to measure the electricity the charging system delivers to electric vehicles.

(a) Meter, meter maintenance, and data provision shall include the following for the full term(s) of the Agreement:

(i) Utility-grade accuracy minimum ANSI C12.20 (0.5% accuracy).

- (ii) LRT-CBTS compliant metering, sufficient for registration of LCFS credits.
- (iii) 15-minute interval datalogging for the term of the Agreement, with all data readily available during the term of the Agreement. Data shall provide sufficient detail for purchaser to verify billing and performance of Charge Management System.
- (iv) Cellular data connection or other data connection maintained by the Seller. System may not use Purchaser's internet connection without express written consent from Purchaser. In the event Seller uses Purchaser's internet connection, Purchaser shall not be responsible for any loss of ability to transmit data.
- (v) Internet-based monitoring and reporting portal with access to data collected or maintained by Seller in the operation of the Charging Equipment relating to Purchaser's use of the CMS ("**Purchaser Data**"), including individual electric vehicle charge and route metrics where included. Where satellite or GPS data is utilized in assessing performance, said data shall be readily available to Purchaser. Monitoring platform shall include data API that makes all data readily available for access by the Purchaser or Purchaser's representative to register and sell the LCFS credits to the LCFS Reporting Tool and Credit Bank and Transfer System ("LRT-CBTS").
- (vi) Synchronized clock intervals for all site meters. Clock intervals shall be synchronized with utility meters where feasible.
- (vii) Maintenance and calibration in accordance with manufacturer requirements.

#### **IV. MAINTENANCE OF CHARGING EQUIPMENT AND AMPLY SOFTWARE**

**4.1 General.** Purchaser shall be responsible for charging its electric vehicles with the Charging Equipment. All use of the Charging Equipment, the CMS Equipment and Seller Software by Purchaser, its employees and agents shall comply with the Agreement. All Seller Software account details, passwords, keys, and like information are granted to Purchaser solely for Purchaser's own use (and the use of its authorized grantees), and Purchaser shall keep all such items secure and confidential. Purchaser shall use reasonable efforts to prevent and shall be liable for any damage to persons, property or equipment, or additional fees resulting from any unauthorized access to or use of the Charging Equipment, the CMS Equipment, Seller Software and/or the Premises. Purchaser shall immediately notify Seller upon becoming aware of any such unauthorized use.

**4.2 Maintenance.** During the Term, Seller shall be responsible for routine maintenance of the Charging Equipment, the CMS Equipment and Seller Software in accordance with Good Industry Practice. If Purchaser knows of or becomes aware of any malfunctioning Charging Equipment, CMS Equipment or Seller Software, Purchaser shall promptly notify Seller of such malfunction. Purchaser shall not directly or indirectly service, repair, modify or adjust the Charging Equipment, CMS Equipment or Seller Software without prior written consent of Seller, except for engaging the manual override mode to the extent permitted by Section 4.4.

**4.3 Planned Outages.** Seller shall be entitled to two (2) Planned Outages per year each lasting not longer than 24 hours. Seller will use best efforts to mitigate any disruption resulting from a Planned Outage. Such efforts may include instituting rolling maintenance outages by group. Seller shall provide Purchaser with at least two-weeks prior notice of any Planned Outage, and Seller shall use commercially reasonable efforts to plan such Planned Outages in such a way as to not materially adversely impact Seller's business operations. Purchaser shall promptly review Seller's proposed schedule and may request modifications within thirty (30) days of Purchaser's receipt of such schedule. Seller will use commercially reasonable efforts to accommodate Purchaser's requests. Changes to the schedule may be requested by either party, and each party shall make commercially reasonable efforts to accommodate such changes.

**4.4 Unplanned Outages.** In the event of any Unplanned Outage, the party becoming aware of the Unplanned Outage shall promptly notify the other party of the same. If the Unplanned Outage is a result of Charging

Equipment failure, Seller shall use reasonable commercial efforts to process a warranty claim on behalf of Purchaser for the Charging Equipment, *provided that* Seller does not warrant or guaranty operation of the Charging Equipment, and Purchaser shall look solely to the applicable Charging Equipment manufacturer's warranty for recourse for Charging Equipment failure. Seller shall not be responsible for any breach of any warranty provided by the Charging Equipment manufacturer and shall not be required to litigate against any equipment manufacturer regarding any warranty claim or failure of the Charging Equipment. Seller shall assist Purchaser in estimating the expected duration of any Unplanned Outage and any other pertinent information that will assist Purchaser in planning for the decreased availability of the Charging Equipment as a result of the Unplanned Outage. If the Unplanned Outage affects only the operation of the CMS Equipment or the Seller Software, Purchaser may operate the Charging Equipment in manual override mode in accordance with instructions provided by Seller. Purchaser may not use the Charging Equipment in manual override mode except in connection with an Unplanned Outage affecting only the operation of the Seller Software or with the written consent of Seller in its sole discretion. If Purchaser uses the Charging Equipment in manual override mode in situations other than those in the preceding sentence, Purchaser shall be solely responsible for any damage to CMS Equipment or Charging Equipment resulting from such use, and Seller may, in its sole discretion, do any or all of the following: (i) charge Purchaser at the normal contract price for such use of the Charging Equipment in manual override mode); (ii) void the Savings Guarantee for the applicable charger for the period it was in manual override mode and the 120 hours after the manual override mode was deactivated (the "**Voided Period**"); and/or (iii) exclude any vehicles charged with the applicable charger during the Voided Period from the calculation of the Service Commitment.

**4.5 Program Participation.** Seller shall have the right, solely upon Purchaser's approval unless required by law, to enroll the Local Utility meter connected to the Charging Equipment in any present or future demand response program, or other Local Utility or government program, provided that such enrollment does not materially impair Seller's ability to provide the Operation and Maintenance Services according to the terms set forth in the Agreement. Seller will administer the operation of the CMS with respect to any such program and agrees to credit or pay to Purchaser fifty percent (50%) of any revenues that Seller actually receives with respect to use of the CMS in connection with such program. Participation in any program shall only be done if it: (i) results in additional savings to the Seller, (ii) does not impact the availability to provide fully charged vehicles or ATN's vehicle operations, and (iii) does not impact the life of the batteries or void the battery, charger, or vehicle warranty.

**4.6 Access.** Seller will not prevent use of Charging Equipment in manual mode for any reason, including because of any dispute between the parties or Seller Software malfunction.

## **V. LIMITATION OF OPERATION AND MAINTENANCE SERVICES**

**5.1 Limitations of Operation and Maintenance Services.** Purchaser shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the Operation and Maintenance Services, the Seller Software;

(b) interfere with or disrupt the Operation and Maintenance Services, the Charging Equipment, the CMS Equipment, the Seller Software, servers, or networks connected to the same, or disobey any requirements, procedures, policies, or regulations of networks connected to the Charging Equipment or the CMS Equipment;

(c) attempt to gain unauthorized access to the wireless networks connected to the Charging Equipment or to the CMS Equipment or related systems or networks or any data contained therein, or access or use the Operation and Maintenance Services or Seller Software through any technology or means other than those provided or expressly authorized by Seller;

(d) reverse engineer, decompile or otherwise attempt to extract the source code of any Seller Software or other software not provided by Purchaser and related to the Operation and Maintenance Services, including, without limitation, the Charging Equipment, the CMS Equipment and related cloud services, or any part thereof, except to the extent expressly permitted or required by Applicable Law;

(e) create derivative works based on the Operation and Maintenance Services, Seller Software, or any of Seller's various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with the Charging Equipment or the CMS Equipment (the "*Seller Marks*");

(f) remove, conceal or cover the Seller Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Equipment, the CMS Equipment or any peripheral equipment for use in connection therewith, however except for the CMS Equipment and Charging Equipment, Seller will not place Seller Marks or any other markings, labels, legends, trademarks, or trade names on any other public facing equipment without Purchaser's prior written approval;

(g) except as otherwise expressly permitted by the Agreement or in any applicable data sheet relating to the Operation and Maintenance Services, copy, frame or mirror any part of the Operation and Maintenance Services or Seller Software other than copying or framing on Purchaser's own intranets or otherwise solely for Purchaser's own internal business use and purposes;

(h) access Seller networks, or any part of the Operation and Maintenance Services or Seller Software, for the purpose of competing or enabling a third party to compete directly with Seller in the provision of smart charging services, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or look and feel;

(i) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Operation and Maintenance Services or Seller Software, or collect information about Seller users for any unauthorized purpose;

(j) upload, transmit or introduce any malicious code to the Seller Software;

(k) use any of the Operation and Maintenance Services or Seller Software if Purchaser is a person barred from such use under the laws of any applicable governmental authority of the United States;

(l) use the Operation and Maintenance Services or Seller Software to upload, post, display, transmit or otherwise make available (i) any inappropriate, defamatory, obscene, or unlawful content; (ii) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (iii) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, or the Agreement; or

(m) utilize the Operation and Maintenance Services or Seller Software for any other purpose other than Purchaser's internal business purpose.

## **5.2 Ownership.**

(a) Except for any Seller Confidential Information or Purchaser Confidential Information, Seller and Purchaser shall jointly own any and all Purchaser Data.

(b) As between Seller and Purchaser, Seller is and shall remain the sole and exclusive owner of the Seller Software, the Seller Marks, any data relating to the Seller Software and the CMS not specific to Purchaser, all updates and enhancements and upgrades in any of the foregoing, and all Intellectual Property Rights in any of the foregoing.

## **VI. FEES; CHARGING CONTRACT PRICE**

**6.1 Charging Contract Price.** The "*Charging Contract Price*" is set forth in Exhibit A. The Charging Contract Price excludes any applicable sales, use, value-added, or similar taxes, for which Purchaser shall be solely responsible (other than taxes based on Seller's income).

**6.2 Invoicing.** Seller will invoice Purchaser for fees due hereunder in accordance with Exhibit A. Invoices not paid when due are subject to interest at the rate of one percent (1%) per month or, if less, the highest rate allowed under applicable law. If any amount owing by Purchaser under this Agreement is more than ten (10) days overdue, Seller may, without otherwise limiting Seller's rights or remedies hereunder and at law and in equity, cease the provision of Operation and Maintenance Services and/or terminate Purchaser's rights to Seller Software, as applicable. Purchaser shall be liable for all costs, including reasonable attorneys' fees, incurred by Seller in connection with its efforts to collect any past due amounts. Regardless of any payment disputes or termination of services by Seller, Seller will not prevent use of Charging Equipment in manual mode.

## VII. INTELLECTUAL PROPERTY

**7.1 Acknowledgement of Ownership.** All intellectual property rights, including (i) the Seller Software; and (ii) any intellectual property created by Seller for the Agreement relating to software, copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "*Intellectual Property Rights*") in and to all documents, reports, work product and other materials that are delivered to Purchaser under the Agreement or prepared by or on behalf of Seller in the course of providing the Operation and Maintenance Services or Seller Software (collectively, the "*Deliverables*") shall be owned by Seller.

**7.2 License Grant.** Subject to and conditioned on Purchaser's compliance with all other terms and conditions of the Agreement, Seller hereby grants to Purchaser a non-exclusive, non-sublicensable, and non-transferable license to use the Intellectual Property Rights in the Deliverables, solely for the purposes of the Agreement, during the Term.

**7.3 License Restrictions.** Purchaser shall not, and shall not permit any other Person to:

- (a) copy any Intellectual Property Rights in the Deliverables;
- (b) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of any Intellectual Property Rights in the Deliverables;
- (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Intellectual Property Rights in the Deliverables to any third party;
- (d) reverse engineer, disassemble, decompile, decode, or adapt the Intellectual Property Rights in the Deliverables, or otherwise attempt to derive or gain access to the source code of any related software, in whole or in part;
- (e) bypass or breach any security device or protection used for or contained in any Intellectual Property Rights in the Deliverables;
- (f) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms, warranties, disclaimers, or proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy of Intellectual Property Rights in the Deliverables;
- (g) use the Intellectual Property Rights in the Deliverables in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights or other right of any Person, or that violates any Applicable Law;
- (h) use any Intellectual Property Rights in the Deliverables for purposes of: (i) Benchmarking; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to Seller's detriment or commercial disadvantage;

(i) use any Intellectual Property Rights in the Deliverables in or in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of any Intellectual Property Rights in the Deliverables could lead to personal injury or severe physical or property damage; or

(j) use the Intellectual Property Rights in the Deliverables in any manner or for any purpose or application not expressly permitted by the Agreement.

## VIII. TERM; TERMINATION

**8.1 Term.** The term of this Agreement shall commence on the Effective Date and continue for twenty (20) years (the “*Term*”).

**8.2 Termination.** Either party may terminate this Agreement upon written notice if the other party: (a) is in default with respect to any material term or condition of this Agreement and such default continues unremedied for a period of thirty (30) days following written notice of such default; (b) shall formally declare bankruptcy, insolvency, reorganization, liquidation, or receivership; or (c) shall have instigated against it bankruptcy, insolvency, reorganization, liquidation, or receivership proceedings, and shall fail to remove itself from such proceedings within ninety (90) days from the date of institution of such proceedings. Purchaser may terminate this Agreement for convenience at any time during the Term by providing Seller thirty (30) days’ prior written notice and paying the Termination Payment. Upon termination of this Agreement, (i) Seller shall remove any CMS Equipment but shall not remove any Charging Equipment, (ii) Purchaser shall pay all fees accrued prior to such termination, which shall be immediately due and payable, and (iii) Purchaser must cease all use of the Charging Management Service.

**8.3 Early Termination.** In the event that Seller terminates this Agreement due to Purchaser’s uncured breach or for its own convenience (an “*Early Termination*”), Purchaser shall within sixty (60) days pay to Seller, as liquidated damages and not as a penalty, the Termination Payment equal to the Termination Fee set forth in Exhibit A opposite Contract Year in which the Early Termination occurs plus any other amounts accrued prior to the Early Termination Date. The parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the term as the result of a default by Purchaser would be difficult to ascertain, and the applicable Termination Payment set forth in Exhibit A are a reasonable approximation of the damages suffered by Seller as a result of such Early Termination.

**8.4 Bonds.** Within thirty (30) calendar days after the date that this Agreement is signed by both parties, Seller shall deliver to Purchaser counterparts of the Performance Bond on terms substantially consistent with those set forth in Exhibit D. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to Purchaser. The bond shall be for 100% of the capital expenditure required to deploy the CMS for Purchaser.

## IX. WARRANTIES.

**9.1 Seller Representations and Warranties.** Seller represents and warrants to Purchaser as of the Effective Date as follows:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) it has or will have all corporate authorizations necessary for it to legally perform its obligations under this Agreement;

(c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like to which it is

subject, and the Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms except as the enforcement thereof may be limited by general principles of equity or bankruptcy, insolvency or similar laws affecting creditors' rights and the enforcement of rights generally;

(d) there are not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement; and

(e) it is not subject to any contract or duty that would be breached by Seller's entering into or performing its obligations under this Agreement.

**9.2 Purchaser Representations and Warranties.** Purchaser represents and warrants to Seller as of the Effective Date as follows:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) it has all corporate authorizations necessary for it to legally perform its obligations under this Agreement;

(c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, and the Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms except as the enforcement thereof may be limited by general principles of equity or bankruptcy, insolvency or similar laws affecting creditors' rights and the enforcement of rights generally;

(d) it owns or leases the Charging Facility Area and has the right to permit Seller to access the Charging Facility Area, install and maintain the Charging Equipment and CMS Equipment at the Charging Facility Area, and otherwise perform its obligations under this Agreement;

(e) there are not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement; and

(f) it is not subject to any contract or duty that would be breached by Seller's entering into or performing its obligations under this Agreement.

**9.3 Disclaimer.** EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY INCLUDED IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING.

## **X. INDEMNIFICATION**

**10.1 Indemnification.** A party to this Agreement (the "*Indemnifying party*") shall indemnify, defend and hold harmless, the other party, its Affiliates and each of their officers, directors, employees, attorneys, agents and successors and assigns (each an "*Indemnified party*") from and against any and all losses suffered by an Indemnified party as a result of a claim brought by a third-party based upon injury to persons or damage to property (but not loss of use) arising out of or resulting from the Indemnifying party's negligence or breach of its obligations under this Agreement (including reasonable attorneys' fees, but excluding any losses for which liquidated damages are explicitly provided for pursuant to this Agreement) ("*Indemnified Losses*"); provided, however, that no party shall be indemnified hereunder for any Indemnified Loss to the proportional extent arising from its own negligence, fraud, willful misconduct, violation of law, or breach of this Agreement.

**10.2 Indemnification Procedures.** Any Indemnified party seeking indemnification under this Agreement for any Indemnified Loss shall give the Indemnifying party notice of such Indemnified Loss promptly but in any event on or before thirty (30) days after the Indemnified party's actual knowledge of such claim or action. Such notice shall describe the Indemnified Loss in reasonable detail and shall indicate the amount (estimated if necessary) of the Indemnified Loss that has been, or may be sustained by, the Indemnified party. To the extent that the Indemnifying party will have been actually and materially prejudiced as a result of the failure to provide such notice, the Indemnified party shall bear all responsibility for any additional costs or expenses incurred by the Indemnifying party as a result of such failure to provide notice. In any action or proceeding brought against an Indemnified party by reason of any claim indemnifiable hereunder, the Indemnifying party shall assume the defense at the Indemnifying party's expense and shall have the right to control the defense thereof and to determine the settlement or compromise of any such action or proceeding. Notwithstanding the foregoing, an Indemnified party shall in all cases be entitled to control its own defense in any action if it (i) may result in injunctions or other equitable remedies with respect to the Indemnified party which would affect its business or operations in any materially adverse manner, or (b) may result in material liabilities which may not be fully indemnified hereunder. Neither party may settle or compromise any claim for which indemnification is sought under this Agreement without the prior written consent of the other party; provided, however, said consent shall not be unreasonably withheld or delayed.

## **XI. CONFIDENTIALITY**

**11.1 Definition.** "Confidential Information" means any non-public information or data whether in written, electronic, or other tangible form, or provided orally or visually, that is disclosed by or on behalf of one party (a "**Discloser**") to the other party (a "**Recipient**"), whether owned by the Disclosing Party or a third party, pursuant to this Agreement. Confidential Information of Purchaser includes, but is not limited to its financial and business information. Confidential Information of Seller includes, but is not limited to, its financial and business information, the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with Seller Software; Operations and Maintenance Services; and Seller's pricing, sales, proposals, implementation, and training materials, and procedures. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a Receiving Party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the Receiving Party as shown by its written records.

**11.2 Protection.** Recipient will not use any Confidential Information of the Discloser for any purpose not expressly permitted by this Agreement, and will disclose Confidential Information only to its officers, directors, employees, financing sources and potential financing sources, and contractors who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

**11.3 Exceptions.** Recipient's obligations under this Section 11 with respect to any Confidential Information of Discloser will terminate if and when Recipient can document that such information: (a) was already lawfully known to Recipient at the time of disclosure by Discloser, (b) is disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions, (c) is, or through no fault of Recipient has become, generally available to the public, or (d) is independently developed by Recipient without access to or use of the Confidential Information. In addition, Recipient may disclose Confidential Information to the extent that such disclosure is required by law (including public records request) or by the order of a court or similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure in writing prior to making such disclosure and cooperates with Discloser, at Discloser's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

**11.4 Return of Confidential Information.** Except as otherwise expressly provided in this Agreement, Recipient will return to Discloser or destroy all Confidential Information of Discloser in Recipient's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of Discloser or upon the expiration or termination of this Agreement; provided, however, Recipient may retain one (1) archival copy for record retention purposes and compliance with applicable law. Upon the request of Discloser,



Recipient will certify in a writing signed by an officer of Recipient that it has fully complied with its obligations under this Section 11.4.

**11.5 Specific Performance.** Each party acknowledges that a breach or threatened breach of this Section 11 would cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which a party may be legally entitled, the non-breaching party shall have the right to seek immediate injunctive or other equitable relief in the event of a breach of this Section 11 by the other party or any of its employees or agents.

## **XII.MISCELLANEOUS**

**12.1 Force Majeure Event.** Neither party shall be considered in default under this Agreement for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to a Force Majeure Event. Time periods for compliance and deadlines will be extended on a day-for-day basis for the duration of any event of Force Majeure Event. A party claiming a Force Majeure Event shall:

- (a) provide prompt notice of such Force Majeure Event to the other party, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement;
- (b) exercise all reasonable efforts to continue to perform its obligations under this Agreement and mitigate damage arising from the same;
- (c) expeditiously take action to correct or cure the event or condition excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the problem (provided that settlement of strikes or other labor disputes will be completely within the sole discretion of the party affected by such strike or labor dispute); and
- (d) provide prompt notice to the other party of the cessation of the Force Majeure Event.

**12.2 Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR RESPECTIVE REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES (OTHER THAN WITH RESPECT PAYMENTS TO BE MADE UNDER THIS AGREEMENT) OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR ARISING IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (a) WHETHER SUCH DAMAGES WERE FORESEEABLE, (b) WHETHER OR NOT THE DAMAGED PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (c) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR INDEMNIFICATION OBLIGATIONS, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AN AMOUNT EQUAL TO THE GREATER OF: (A) THE \$1,204,000 AND (B) THE FEES PAID OR PAYABLE BY PURCHASER TO SELLER DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

**12.3 Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the parties, verbal or written, with respect to the subject matter hereof.

**12.4 Waiver.** Any waiver of the provisions of this Agreement must be in writing and signed by the party providing such waiver and shall not be implied by any usage of trade, course of dealing or course of performance. No exercise of any right or remedy by either party shall constitute a waiver of any other right or remedy of such party contained herein or provided by Applicable Law. Except as otherwise provided in this Agreement, no delay or failure

to exercise, or partial exercise, by a party of any right or remedy under this Agreement shall limit or otherwise affect such right or remedy. Any waiver of performance by a party hereunder shall be limited to the specific performance waived by such party and shall not constitute a continuous waiver or a waiver of future performance, unless otherwise provided in writing signed by such party.

**12.5 Governing Law; Choice of Jurisdiction.** This Agreement shall be governed by the laws of the State of California, excluding any of its conflict of law provisions that would require the application of the laws of another jurisdiction.

**12.6 Dispute Resolution; Waiver of Jury Trial.** The parties hereby submit to the exclusive jurisdiction of the United States District Court for the Eastern District of California, or, if such court does not have subject matter jurisdiction, the state courts located in Orange County, State of California. Each party irrevocably submits to the exclusive jurisdiction of such court over any action, suit or proceeding arising out of or relating to this Agreement. Each party hereby waives any objection that it may have to the venue of such action, suit or proceeding in such court or that such suit, action or proceeding in such court was brought in an inconvenient court and agrees not to plead or claim the same. Each party further agrees that such court shall have *in personam* jurisdiction over each of them with respect to any such dispute, controversy, or proceeding. The parties submit to the jurisdiction of said court and waive any defense of *forum non conveniens*. IF PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO A DISPUTE UNDER THIS AGREEMENT AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO.

**12.7 Construction.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises in connection with this Agreement, this Agreement shall be construed as if drafted jointly by the parties.

**12.8 Headings.** The titles and headings of the Sections, Articles and Exhibits are intended solely for ease of reference and shall not modify, or be used in the interpretation or construction of, any provision of this Agreement.

**12.9 Status of the parties.** Seller shall be an independent contractor to Purchaser with respect to the obligations hereunder, and neither Seller, nor any of its subcontractors, employees, representatives or agents, shall be deemed to be the subcontractors, employees, representatives or agents of Purchaser in connection with any matter relating to this Agreement. 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.

**12.10 No Third-party Beneficiaries.** This Agreement is made and entered into for the sole protection and legal benefit of the parties and their successors and permitted assigns and, except as otherwise provided in this Agreement, no other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim, in connection with this Agreement.

**12.11 Further Assurances.** Each party agrees to execute and deliver all further instruments and documents, and take all further action, as may be reasonably necessary to complete performance by such party under this Agreement and to effectuate the purposes and intent of this Agreement.

**12.12 Amendments.** No change, amendment or modification of this Agreement shall be valid or binding upon the parties unless such change, amendment or modification shall be in writing and duly executed by both parties.

**12.13 Severability.** Any provision of this Agreement which is invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof or rendering any other provision of this Agreement invalid, illegal or unenforceable. The parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible with respect to the transactions contemplated by this Agreement.

**12.14 Counterparts.** This Agreement may be executed in separate counterparts and delivered by electronic means, each of which when so executed shall be deemed an original, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

**12.15 Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignment of this Agreement in violation of the foregoing shall be void and unenforceable. Notwithstanding the foregoing, either party may, without the other party's consent, assign this Agreement to a successor pursuant to a merger, acquisition, corporate reorganization, or sale of all or substantially all of such party's assets to which this Agreement relates.

**12.16 Notices.** Notices (other than scheduling requests) shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service or facsimile. Notice by facsimile or hand delivery shall be effective when received. Notice by overnight United States mail or courier shall be effective on the next business day after it was sent. A party may change its addresses by providing notice of same in accordance herewith. Notices shall be addressed to each party as noted on the signature page of this Agreement.

**12.17 Survival.** The following Sections and Articles shall survive termination or expiration of this Agreement: Section 5.1, Section 5.2, Section 8.2, Section 8.3, and Section 9.3, and Article VII, Article X, Article XI, and Article XII, along with those provisions that, by their nature, are intended to survive termination or expiration of this Agreement

**12.18 Additional Transit Authorities; Piggybacking.** Other transit authorities, public agencies, and school districts within the State California may desire to contract for Seller's CMS utilizing terms the same, or substantially similar to, this Agreement. If permitted by Seller, Purchaser may provide the terms of this Agreement to such transit authorities, public agencies, and school districts within the State of California. The specific terms of any contract for CMS shall be agreed to by Seller and the applicable transit authority, public agency, or school district.

## **12.19 Definitions**

**"Applicable Law"** means with respect to each party any federal, state, or local law, rule, or regulation to which such party is subject.

**"Benchmarking"** means any test or function, or series of tests or functions, intended or designed to compare the performance of any product or service or component thereof with another.

**"Charging Contract Price"** has the meaning set forth in Exhibit A.

**"Charging Equipment"** means the electric vehicle charging equipment described in Exhibit B under the heading "Charging Equipment." The Charging Equipment shall be purchased by Purchaser at its own cost and shall be owned by Purchaser.

**"Charging Equipment Fee"** means the amount set forth in Exhibit A.

**"Charging Facility Area Preparation"** has the meaning set forth in Section 2.1.

**"Charging Services Fee"** means the fee set forth in Exhibit A under the heading "Charging Services Fee."

**"CMS Equipment"** means the charging management services equipment described in Exhibit B under the heading "CMS Equipment." The CMS Equipment shall be provided by Seller at no additional cost and shall be owned by Seller.

**"Deliverables"** has the meaning set forth in Section 7.1.

**"Force Majeure Event"** means any event or circumstances beyond the reasonable control of and without the fault or negligence of the party claiming force majeure that cannot be avoided with the reasonable diligence of such

party. It shall include, without limitation, failure or interruption of the production, delivery, or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; pandemic; epidemic; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the party claiming force majeure to have exercised reasonable diligence); and failure of equipment not under the control of the party claiming force majeure; provided that any event relating to or causing the inability of a party to make a payment hereunder shall not be a Force Majeure Event.

**“Good Industry Practice”** means any of the practices, methods and acts engaged in or approved by a significant portion of the electric power industry, including those that would be followed by a prudent operator of electric vehicle charging equipment similar to the Charging Equipment, or a prudent provider of software similar to the Seller Software, during the relevant time period. Good Industry Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the region and industry.

**“Intellectual Property Rights”** has the meaning set forth in Section 7.1.

**“kWh”** means kilowatt hour.

**“Local Utility”** means the local electric utility providing electrical service to the Premises.

**“Operation and Maintenance Services”** has the meaning set forth in Section 1.1.

**“Person”** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

**“Planned Outages”** means periods during which the Charging Equipment is taken offline for scheduled maintenance, on those dates determined by Seller and Purchaser pursuant to Section 4.3.

**“Ramp-Up Period”** means the period beginning on the date of this Agreement and ending on the date when the 46th BEB intended to use the Charging Management Services under Phase 1 has been put into service by Purchaser.

**“Seller Marks”** has the meaning set forth in Section 5.1(e).

**“Seller Software”** means any software provided by Seller for use in connection with Seller’s performance under the Agreement, including without limitation the software described in Exhibit B.

**“Scope of Work”** means all aspects included in Exhibit B, which is encompassed by Charging Equipment Description, Operations and Maintenance Services, Charging Facility Preparation Requirements

**“Unplanned Outages”** means unexpected periods during which a portion or all of the Charging Equipment is unavailable through no fault of Purchaser, the Premises, the Local Utility, including any period of unavailability resulting from a Force Majeure Event.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**Purchaser**

Anaheim Transportation Network

By: \_\_\_\_\_  
Printed Name:  
Title:

Address for notice:

Anaheim Transportation Network  
2626 E. Katella Ave.  
Anaheim, CA 92806  
Attn: Jim Appleby

**Seller**

AMPLY Power, Inc.

By: \_\_\_\_\_  
Printed Name:  
Title:

Address for notice:

AMPLY Power, Inc.  
335 E Middlefield Blvd  
Mountain View, CA 94043  
Attn: Simon Lonsdale

## EXHIBIT A

### Charging Contract Price and Payment Terms

#### I. CHARGING CONTRACT PRICE

This project shall consist of a mandatory Phase 1 and a discretionary Phase 2, each of which shall have their own pricing structure. The Charging Services Fee set forth below is all-inclusive for the Charging Management Services except to the extent that items are expressly excluded in this Agreement.

- A. Charging Services Fees for Phase 1. Phase 1 shall consist of the first phase of battery electric buses (“BEBs”) ATN has contracted for, which includes 46 buses with an aggregate annual estimated charging load of 4,600,000 kWh (the “*Expected Annual kWh Consumed*”). The Phase 1 Charging Services Fee shall be an amount equal to \$0.049 per kWh consumed, as measured at the utility meter or sub-meter used for charging. The minimum annual Charging Services Fees shall be set at 80% of the Expected Annual kWh Consumed times \$0.049 per kWh (the “*Minimum Fee*”). The threshold for the Minimum Fee shall be adjusted on a pro rata basis during the Ramp-Up Period.
- B. Charging Service Fees for Phase 2. Purchaser may, in its sole discretion, make a request in writing to Seller for a Phase 2, in which Seller would provide Charging Management Services for additional BEBs beyond those within the scope of Phase 1. Upon such written request, Purchaser and Seller shall negotiate in good faith regarding the cost, which shall be included in this Agreement via an Agreement. Provided that such additional BEBs are BYD, Charging Equipment remains unchanged, Seller’s installation scope matches Phase 1, there are no utility infrastructure upgrade costs to be borne by Seller, and Phase 2 is contracted within 3 years of the date of this Agreement, Seller’s Charging Services Fees for Phase 2 will be discounted by 8% on a per kWh basis. For the avoidance of doubt, either of Purchaser or Seller may decline to enter into a Phase 2 in its sole discretion.

#### II. PAYMENT TERMS

- A. Charging Services. Seller shall invoice Customer for the Charging Services Fee monthly in arrears. Customer shall pay each invoice within thirty (30) days from receipt thereof. Seller shall invoice Purchaser for the Charging Services Fee, and Purchaser shall pay such invoice in accordance with this Agreement. If Purchaser does not consume at least 80% of the Expected Annual kWh Consumed (as adjusted during the Ramp-Up Period as described in Section 1.A), Seller will invoice Purchaser, annually in arrears, for the difference between the applicable Minimum Fee and the Services Fees payable for electricity consumed in the applicable year.

#### III. SAVINGS GUARANTEE

- A. If applicable, Seller shall provide credits against Charging Services Fees in accordance with the Savings Guarantee set forth in Exhibit B.

**IV. TERMINATION PAYMENT**

<b>Contract Year</b>	<b>Payment</b>
1	\$1,204,000
2	\$1,177,000
3	\$1,149,000
4	\$1,118,000
5	\$1,085,000
6	\$1,049,000
7	\$1,011,000
8	\$969,000
9	\$924,000
10	\$875,000
11	\$549,400
12	\$485,100
13	\$434,000
14	\$396,800
15	\$359,100
16	\$328,300
17	\$266,500
18	\$214,400
19	\$143,000
20	\$75,900

## EXHIBIT B

### Charging Equipment Description; Charging Facility Area Preparation Requirements- To be referred to as Scope of Work

#### I. EQUIPMENT DESCRIPTION

##### A. CHARGING EQUIPMENT

- 46 BYD chargers selected by Seller and accompanying manufacturer warranty (the “*Chargers*”)
- Underground conduits for electrical wiring
- Electrical wiring to connect chargers to electricity source

##### B. CMS EQUIPMENT

- 46 IO Control G4-CCCM-01 Cloud Charger Control Module
- IOC Gateway
- 6 Amply Site Controller (ASC Model)

#### II. OPERATION AND MAINTENANCE SERVICES

Seller shall provide full wrap operation of the Charging Management System, excepting Charger maintenance. This shall include all time, equipment, software subscriptions, software updates, and access to Seller’s related software service, maintenance and all other costs to provide complete and optimized charging services.

##### **Savings Guarantee:**

Seller shall provide Seller Software designed to optimize vehicle charging based on the available utility tariffs to provide the lowest cost of electricity to Purchaser. Seller shall monitor available tariffs from the Utility and work with Purchaser to change tariffs if a more beneficial tariff is available. Seller shall provide an annual performance report demonstrating that use of the Seller Software has not resulted in costs to Purchaser in excess of the amounts that Purchaser would have paid without use of the Seller Software during the measurement period (the “*Savings Guarantee*”). If Seller does not meet the Savings Guarantee, then Seller shall either: (i) provide a credit to Purchaser against future Charging Services Fees equal to such increase cost during the applicable period, or (ii) terminate this Agreement upon at least 90 days prior notice and approval by the Purchaser. Purchaser may, in its sole discretion, engage a third-party program evaluator to conduct an audit (a “*Savings Audit*”) to confirm the results of Seller’s performance report, and Purchaser shall be solely responsible for the cost of such Savings Audit. Seller will reasonably cooperate with Purchaser and its third-party program evaluator in connection with each Savings Audit. If Seller disputes the findings of a Savings Audit, Seller, Purchaser, and the third-party evaluator will cooperate in good faith to review and, if necessary, revise the findings of the Savings Audit.

##### **Service Commitment:**

Seller shall use best efforts to ensure that, (i) during the Ramp-Up Period, at least 99.0% of the time, and (ii) after the Ramp-Up Period, at least 99.99% of the time, vehicles charged using the Charging



Management Service will be charged to ninety percent (90%) battery state-of-charge or above at the beginning of each day (the “**Service Commitment**”). The Service Commitment is measured on an annual basis and applies only with respect to vehicles plugged in at the conclusion of daily drives, allowing at least 6 hours for charging. Seller shall provide an annual report demonstrating that the Service Commitment has been met. The Service Commitment does not apply to any vehicle charge, or attempted charge, that fails to achieve the required state-of-charge due to: (a) use of the CMS not in accordance with this Agreement or Seller’s instructions, (b) widespread Internet or electrical outage, (c) a Force Majeure Event; or (d) planned maintenance or scheduled downtime of which Purchaser is notified in advance. The Service Commitment may be modified during the Term by joint written agreement between Purchaser and Seller.

In addition to the Service Commitment, Seller agrees: (1) the CMS shall be used to manage charging to not exceed a 2 MW demand, and (2) to Seller’s knowledge, use of the CMS does not void warranties for Purchaser’s BEBs.

In addition to the Service Commitment, Seller will respond to outages and similar issues related to the CMS as follows (“**Error Resolution Commitment**”):

Severity 1. A Severity 1 event is one that has direct, major impact on Seller’s Service Commitment because a key function of the CMS is not available and/or a major or a high security incident is occurring. For each Severity 1 event, Seller will deploy an IRM (incident recovery manager), to manage recovery, this includes dispatch of personnel on site if needed. Response time (acknowledgement by IRM and start of human recovery actions) are targeted to be 5 min. Target time to resolve a Severity 1 event is 4 hours. Examples are:

- Power outage, partial or all chargers
- Several vehicles are not charging
- Imminent risk of fire or imminent hazardous threshold reached

Severity 2. A Severity 2 event occurs when a functional component of CMS is not available, without impacting availability of the overall service. These issues are typically caused by moving parts (connectors, cables) and (system) software issues. Target time for resolution is 1 business day. Examples are:

- Single charger outage
- Single vehicle not charging

Seller will categorize each applicable event as Severity 1 or Severity 2 in its reasonable discretion. The Error Resolution Commitment does not apply to any failure resulting from: (a) use of the CMS not in accordance with this Agreement or Seller’s instructions, (b) widespread Internet or electrical outage, (c) a Force Majeure Event; or (d) planned maintenance or scheduled downtime of which Purchaser is notified in advance.

**Data:**

During the term of this Agreement, Seller shall provide free of charge and in a common format, Purchaser Data reasonably necessary for Seller to apply for governmental incentives and grants relating to EV charging, including for LCFS and in fulfillment of any grant and or utility requirements.

Purchaser Data will be immediately retrievable via the Seller Software during the term of this Agreement for at least 60 months from the date it is collected by Seller or through the end of the applicable audit period required for grant funding, whichever is later. Thereafter, during the term of this Agreement, Seller

will retrieve Purchaser Data following Purchaser's prior written request and Purchaser shall pay Seller for such retrieval on a time and materials basis.

**Specifications:**

Seller's Charging Management System shall include the capabilities and specifications set forth on Attachment 1 to this Exhibit B. In the event of a conflict between Attachment 1 and this Agreement, the terms of this Agreement will control.

**Additional Scope:**

Seller shall provide Annual Preventative Maintenance per BYD EVSE's PMI manual, as well as IO Controls PMI manual. Seller to interface directly with BYD and IO Controls on behalf of Purchaser. Time and materials will be applied for any costs incurred or maintenance requested or required beyond such Annual Preventative Maintenance; which costs shall be agreed upon by the parties. Seller shall provide, inclusive in the Charging Services Fee, a base of up to 24 hours annually to assist Purchaser with warranty issues.

**III. CHARGING FACILITY AREA PREPARATION REQUIREMENTS**

Seller to conform to Phase 1 of the "Claudina Phasing Plan" document prepared by Stantec on 4/8/2020. Seller shall perform the following scope of work:

- 1) Install electrical wiring through existing underground conduit for EV chargers
- 1) Install, test and commission EV chargers
- 3) Install, test and connect IOC Gateway
- 4) Install, test and connect AMPLY Site Controllers
- 5) Commission complete CMS system and ensure function/operation. Provide documentation of commissioning.
- 6) Subscribe to I/O Controls HAMS offering or equivalent, which allows Seller to integrate telematics.

Additional exclusions:

- a) Data conduit (for ethernet communication) to every charger excluded (cellular data communications will be used)
- b) BYD chargers and charger warranty for 20 years excluded

## **EXHIBIT B – ATTACHMENT 1 Specifications**

### **1. Charging Management System**

The CMS includes:

- Project management, design and EPC (Engineering, Procuring, Construction) to bring the project to commercially operating status
- Utility design, engineering, interconnection
- Upfront capital expenditures (CAPEX) required for EPC and networking equipment needed to interface with the chargers in real-time
- Engineering integration to ATN's operating environment, including BYD buses and chargers, IO Controls, DoubleMap, and Optibus while future proofing ATN's needs in the years to come.
- Operations and maintenance of charging equipment for the duration of the full term

### **2. Charging Stations – EV Supply Equipment (EVSE)**

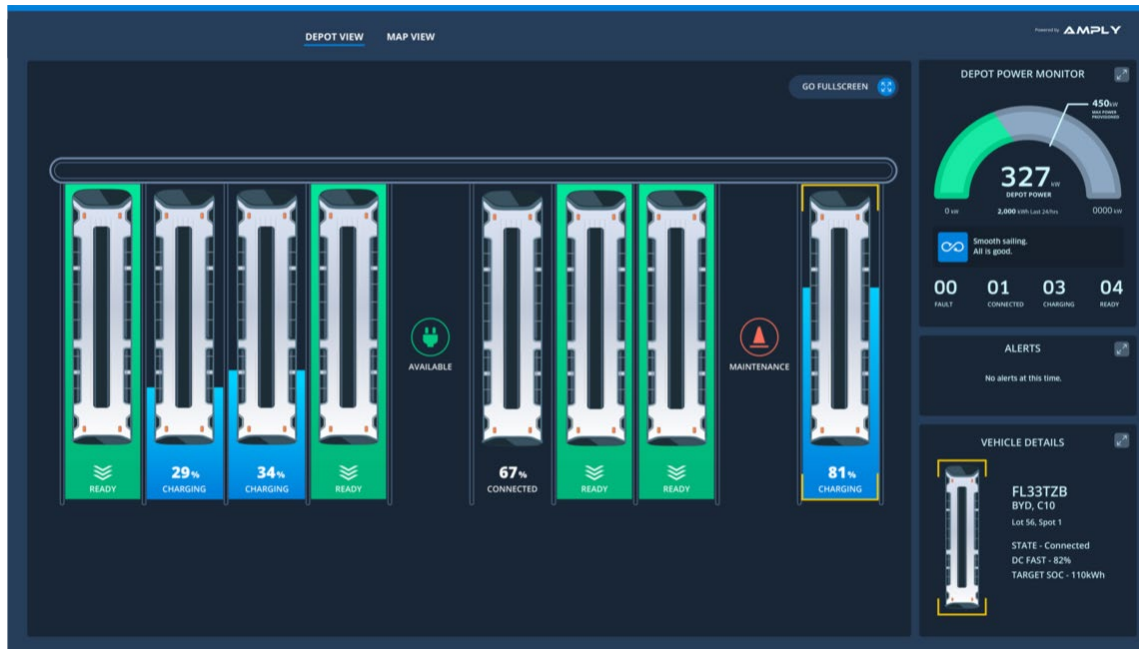
AMPLY's chargers separately productize the power conversion function (AC to DC) from the power dispensing function (CCS, CHAdeMO, CharIN, etc.). In this fashion, even as the charging protocols are upgraded over time, they still take DC power as inputs, thus the bulk of the charger investment (65% of a charger's cost is in the AC to DC conversion) will be sustained.

AMPLY standardizes on the OppCharge interface and SAE J3105. AMPLY insists on backward compatibility through its supply chain. If a future CharIn-based heavy-duty charger protocol becomes the new standard, AMPLY will work with the EVSE OEMs to ensure support for CCS and new standards without operational impact on ATN.

### **3. Charge Management & Network Operations**

AMPLY has developed and operates its own charge management software that optimizes power flow and guarantees charging performance. AMPLY uses this software tool as the charging infrastructure operator to deliver a fixed-price service to ATN.

As a BEB approaches the depot, AMPLY connects through telematics to start assessing its charging needs, and prioritizing where and when to re-fuel the BEB. As the BEB is connected to its charger, AMPLY reads the vehicle ID and battery state-of-charge (SOC), to inform ATN of the expected 'Ready-to-Go' time in the future that the bus will be charged and ready to re-enter service. AMPLY uses this data to balance the rate of charge across the entire fleet, which our charge management software is constantly re-prioritizing based on real-world inputs and actions. Any exceptions are automatically noted (such as vehicle not accepting a charge, or charger not activating), triggering service-level-agreement (SLA) tickets for remote diagnostics and/or field service calls as required.



#### 4. Yard Operations

Our software is monitoring the infrastructure and the vehicle status 24x7, multiple times per minute. This software will identify, attempt to triage, and sometimes attempt to resolve an issue (such as a reboot of the charger unit). Our personnel helpdesk is active 24x7 and can respond to an authorized user contacting the AMPLY helpdesk, as well as a notification from the monitoring sub-system that a fault needs triage.

AMPLY’s maintenance response times to a specific fault at a location will be dependent on the risk to successfully delivering this KPI. AMPLY will design and deploy charging infrastructure that allows for the failure of a single unit or component. However, if a critical component (for example, a second failure of a unit that would leave a vehicle unable to charge), AMPLY’s automated monitoring will identify and notify our service team of the issue, to manually triage and dispatch. This service is 24x7, when contracted, and would require access to the depot for our O&M personnel to affect a diagnosis or repair 24x7. Issues that do not impact the uptime KPI, may be deferred until the following daytime period, or a scheduled visit, depending on the item. We may also reach agreement with ATN for personnel on-site at the depot to be on the call list for certain standard and minor issues – such as forgot to plug in, move a vehicle, etc.

#### 5. Energy Management

AMPLY may enroll in demand response and grid services programs (where applicable and where bus operations are not impacted). AMPLY will pass on a portion of the economic benefit of any programs as described in the Contract. Anaheim Power Utility (“APU”)’s D-EV-2 tariff is a special EV charging rate with 2 options for enrollment – either the “Option A” for kWh-only pricing without demand charges, or “Option B” with a combination of kWh and kW pricing. Even though Option A waives demand charges, the per-kWh pricing is substantially higher (offpeak pricing of 9.91 cents vs. 5.37 cents respectively or 85% higher), despite incurring the non-time related maximum demand rate of \$8.00 / kW. We have determined through careful analysis that “Option A” would save ATN hundreds of thousands of dollars annually compared to “Option B”.

#### 6. Operations & Maintenance

AMPLY communicates with every charger deployed remotely, through our enterprise technology platform, and maintains a state-of-health check. Any failure (such as a circuit breaker trip and/or otherwise offline event) is automatically detected and a trouble ticket filed. If automatic triage is unable to determine a course of action, it is passed to AMPLY's Support team for manual triage and attempted resolution. If the issue cannot be remotely resolved, the trouble ticket is routed to AMPLY's Field Service department. For on-site field service, AMPLY has a network of service technicians to perform on-call service.

**EXHIBIT C**

**Project Schedule**

[to be attached]

## EXHIBIT D

### Performance Bond

**Bond Number:**

#### PERFORMANCE BOND

**Know all men by these presents:**

**That** \_\_\_\_\_ as Principal, hereinafter called Principal and **Arch Insurance Company** as Surety, hereinafter called Surety are held and firmly bound unto \_\_\_\_\_, as Oblige, hereinafter called Oblige, in the penal sum of \_\_\_\_\_ Dollars (\$) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**Whereas**, Principal has be written agreement dated \_\_\_\_\_

entered into a contract with Oblige for \_\_\_\_\_

which contract is hereinafter referred to as the Contract.

**Now, Therefore**, the condition of this obligation is such that, if the Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, declared by Oblige to be in default under the Contract, the Oblige having performed Oblige's obligations thereunder, and having terminated the Principal's rights to complete the Contract, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Oblige, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the actual direct cost of completion less the balance of the contract price; but not exceeding the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph shall mean the total amount payable by Oblige to Principal under the Contract and any amendments or changes thereto, less the amount properly paid by Oblige to Principal, or
3. Waive its right to complete the Contract or arrange for completion of the Contract and allow the Oblige to complete or arrange for completion of the Contract in accordance with its terms and conditions. In the event the Surety elects to allow the Oblige to complete or arrange for completion of the Contract, Surety shall make available sufficient funds to pay the cost of completion less the balance of the contract price as defined in (2) above, but not exceeding the penal sum of the bond set forth above or shall deny liability in whole or in part and notify the Oblige of the reasons therefore.

Notwithstanding the existence of any obligations and duties in the Contract to the contrary the Surety shall not be liable to the Obligees for any consequential, indirect, special or reliance damages or damages grounded in tort or any other damages sustained or incurred by Obligees other than liquidated damages and those damages set forth in paragraphs (2) and (3) above.

Any suit under this bond must be instituted before the expiration of one (1) years from the contractor substantially complete date irrespective of the existence of longer warranty and guarantee obligations in the Contract or of the date of discovery of defects or deficiencies in the Principal's or completion contractor's performance of the Contract.

That the Principal shall faithfully and punctually perform all the terms and conditions of said contract to be performed by the Principal for the period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ and may be renewed for an additional term at the sole discretion of the Surety by continuation certificate and non-renewal shall not be an event of default. The bond shall not cover any loss by Obligees or others subsequent to expiration of the bond.

The liability shall not be cumulative from year to year, regardless of the original term of the contract, or the number of extension hereto.

No right of action shall accrue on this bond to or for the use of any person or entity other than the Obligees named herein or the heirs, executors, administrators or successors of the Obligees.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ (Witness)

(Principal)

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_ (Witness)

**Arch Insurance Company**  
(Surety)

By: \_\_\_\_\_  
Name:  
Title: