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SDG&E Power Your Drive for Fleets Make-Ready Infrastructure Program
Participation Agreement

This PROGRAM PARTICIPATION AGREEMENT ("Agreement") is by and between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation ("SDG&E") and **Orange County Waste and Recycling** ("Program Participant"). SDG&E and Program Participant are referred to collectively as the "Parties."

RECITALS

1. In support of California's goal to reach 1.5 million zero-emission vehicles by year 2025 and at least 5 million zero-emission vehicles by year 2030, SDG&E will own, install, operate, and maintain Electric Vehicle Charging Make-Ready ("Make-Ready") Infrastructure at qualifying and selected locations operating qualified Medium-Duty/Heavy-Duty Electric Vehicles ("MD/HD EV"), as part of SDG&E's Power Your Drive for Fleets Make-Ready Infrastructure Program ("Program"), as approved by the California Public Utilities Commission ("CPUC"); full definitions of terms located after signature page. Companies who wish to participate in the Program must agree to the terms and conditions as provided for in this Agreement.

2. In general, the Program provides no-cost design, installation, and operation of the Utility-Side Make-Ready ("Utility-Side Make-Ready") Infrastructure and either:
   - No-cost design, installation, and operation of the Customer-Side Make-Ready ("Customer-Side Make-Ready") Infrastructure; **OR**
   - Program Participant may choose to design, install, and operate ("Self-Install") the Customer-Side Make-Ready Infrastructure.
     - Program Participants that select the Self-Install option may be eligible for a rebate of up to 80% of the cost to design and install the Customer-Side Make-Ready Infrastructure.
   - Electric Vehicle Supply Equipment (EVSE) Rebate: Program Participant may qualify for an EVSE Rebate of up to 50% of the costs to purchase qualified EVSE.
   - Electric Vehicle Energy Rate
     - SDG&E's new optional Electric Vehicle-High Power Charging rate (EV-HP) is available to Program Participants. The new EV-HP rate replaces demand charges with a new subscription pricing plan.
3. Program Participant and SDG&E are entering into this Agreement for participation in the Program; and for installation of the Infrastructure at:

   32250 Avenida La Pata, San Juan Capistrano, CA 92675

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1.0 GENERAL PROGRAM REQUIREMENTS AND REBATE:

To participate in the Program, Program Participant shall comply with the following requirements:
Customer-Side Make-Ready options:
Program Participant shall designate an Infrastructure Make-Ready option below:

☐ Program Participant elects SDG&E to design, install, and operate the Customer-Side Make-Ready Infrastructure.

☑ Program Participant elects to Self-Install the Customer-Side Make-Ready Infrastructure Option. ****Addendum 1: Self-Installed Customer-Side Infrastructure Addendum* sets forth the details and additional terms and conditions that apply to this option. Program Participants who elect this option shall sign and return Addendum 1 along with this Agreement.**

Submit Owner Authorized Agent (OAA) Form. OAA approves SDG&E to act as Program Participant's agent as it relates to obtaining any required permits for the installation of the EV infrastructure **(Exhibit A)** and;

Vehicle Acquisition Plan:
The Vehicle Acquisition Plan is a commitment that the stated number of unique vehicles will use the infrastructure within the estimated delivery date. These vehicles may be owned/leased by the Program Participant or owned/leased by others using the site.

Program Participant shall provide Proof of Purchase or other evidence for the purchase of no fewer than two (2) Class 2 through Class 8 MD/HD EVs; or retrofit a minimum of two (2) existing diesel fueled MD/HD vehicles to electric. Program Participant shall provide such evidence prior to SDG&E initiating pre-construction activities.

Applicable to dealerships only
Program allows dealerships to participate in program by enrolling traditional fleet vehicles and/or inventory purchased for sale or lease termed as Steady State of Vehicles. Program Participants agreeing to Steady State of Vehicles will be required to provide invoice(s) purchase(s) and agree to maintain Steady State level and agreed-upon vehicle type(s) on site. The Program Participant will be tasked to assess historical sales and projected sales to determine Steady State of Vehicles.

Prior to signing this Agreement, Program Participant shall complete the table below, detailing Electric Vehicle Acquisition Plan for the period encompassing the Term of this Agreement.

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Vehicle Acquisition Plan

Est Delivery Date	Vehicle Year/Make/Model	Vehicle Count
Delivered	2025 Chevy Silverado EV 8WT e4WD	2
Q4 / 2026	2025 Chevy Silverado EV 8WT e4WD	2
Q4 / 2027	2025 Chevy Silverado EV 8WT e4WD	2
Q4 / 2028	2025 Chevy Silverado EV 8WT e4WD	2
Q4 / 2027	2026 Ford E-Transit 12 Passenger Van	1
Q4 / 2028	2025 Rizon e18M Dump Truck	1

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Electric Vehicle Service Provider ("EVSP"): Program Participant shall contract with a qualified EVSP/Electric Vehicle Supply Equipment (EVSE) listed on the EPRI Product List (EPRI Home) to procure, install, operate, and maintain at a minimum, a quantity of one (1) EVSE in good working order for the Term of this Agreement and provide usage data for a period of five (5) years.

Program Participant shall work with its selected EVSP to develop and submit to SDG&E any load management tactics that it will implement at its Medium-Duty/Heavy-Duty EV Charging Facility. Program Participant shall submit the final load management plan to SDG&E prior to the completion of construction activities.

Prior to signing this Agreement, Program Participant shall complete the table below, detailing EVSE to be purchased and installed under the scope of the Program.

EVSP/EVSE Info

Est Delivery Date	Network Provider	EVSE Mfr/Model	Qty
Q1 /2027	TBD	InCharge Energy ICE Dual 80A 19.2kW Charger (Dual Port)	4
Q1 /2027	TBD	ABB HVC360 Power Cabinet	1
Q1 /2027	TBD	ABB HVC360 Charge Dock	2

Operations & Maintenance: The Program Participant is required to operate and maintain the EVSE for the Term of this Agreement. Program Participant shall pay all O&M costs and make best effort to maintain the EVSE in good working order and perform repairs as needed. Program Participant shall maintain the common area improvements immediately surrounding the charging station(s) to ensure there is enough space for vehicles to reach charging stations and to ensure charging station(s) are in good condition, ordinary wear and tear excluded. Program Participant shall promptly notify SDG&E of any problems it is aware of related to the Make-Ready Infrastructure.

Data Collection & Use: Program Participant shall support the data collection requirements of the Program. Data collection requirements will conform with the requirements of the California Public Utilities Commission and Data Reporting template.

Program Participant hereby expressly consents to the use and disclosure, by SDG&E, its agents and representatives, of data gathered as part of the Program for use in regulatory reporting, industry forums, case studies or other similar activities.

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Easement:
Tenant Language:
Program Participant represents that the landowner ("Grantor") has been consulted and has agreed to grant SDG&E the Easement required for the Infrastructure. Additionally, Program Participant represents and warrants herein that such Grantor understands and is agreeable to the Easement terms, and further, that this Agreement may be incorporated in its entirety or parts thereof into said Easement at SDG&E's discretion, that said Easement remains with the property title upon transfer and may only be quitclaimed by SDG&E in accordance with this Agreement and the Easement.

Property Owner Language:
Program Participant agrees to grant SDG&E the Easement which may be required at the utility discretion for the Infrastructure. Additionally, Program Participant represents and warrants herein that it understands and agrees to the terms contained in the Easement, and further, that this Agreement may be incorporated in its entirety or parts thereof into said Easement at SDG&E's discretion, that said Easement remains with the property title upon transfer and may only be quitclaimed by SDG&E in accordance with this Agreement and the Easement.

EVSE Rebate: Program Participant may qualify for an EVSE Rebate of up to 50% of the costs to purchase qualified EVSE.

Power Output	Max Rebate
0 kW to 19.2 kW	Up to 50% of the cost of EVSE, max $3,000 per EVSE
19.3 kW to 50 kW	Up to 50% of the cost of EVSE, max $15,000 per EVSE
50.1 kW to 150 kW	Up to 50% of the cost of EVSE, max $45,000 per EVSE
150.1 kW +	Up to 50% of the cost of EVSE, max $75,000 per EVSE

Rebate eligibility requirements include:
- EVSE is listed on the APL - EPRI Home;
- Program Participant is a Transit or School District;
- or is located in a Disadvantaged Community ("DAC"); and
- is not a Fortune 1000 Company

EVSE Rebates and/or infrastructure rebate will be paid after all of the following conditions are met:
- Program Participant submits Rebate Application;
- Program Participant provides Proof of Purchase of EVSE;
- SDG&E inspects the installation of the EVSE and if applicable, Program Participant Owned Infrastructure; and
- EVSEs are operational.

2.0 RIGHT TO ACCESS

Program Participant shall provide SDG&E, its representatives, contractors and designees access to the project location for purposes of design and installation of the Infrastructure. Program

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Participant shall maintain equipment clearance from all SDG&E infrastructure in accordance with SDG&E standards specified in the approved site design. SDG&E, its contractors and designees shall make reasonable accommodations to minimize all impacts to Program Participant operations. While on the Site, SDG&E and its agents, employees, subcontractors, and representatives shall comply with all applicable safety and security requirements of Program Participant, including the wearing of identification badges on the Site.

3.0 INSTALLATION OF EQUIPMENT

SDG&E, its contractors, representatives, and designees will design and construct the Infrastructure in compliance with this Agreement, as well as all applicable local, state and federal laws and regulatory requirements.

4.0 AMERICANS WITH DISABILITES ACT (ADA) REQUIREMENTS

Program Participant acknowledges that electric vehicle charging facilities are required to comply with the Americans with Disabilities Act (ADA), if applicable, and California Building Standards, which may impact parking layouts and design.

5.0 RELOCATIONS

Removal: At any time during the Term of this Agreement, whichever is longer, should Program Participant require removal of the Infrastructure or parts thereof, Program Participant shall bear full cost and expense of such removal of all Infrastructure installed pursuant to this Agreement, including, the full cost and sole expense of such removal of all Infrastructure installed pursuant to this Agreement and the depreciated value of Infrastructure and removal costs.

Program Participant requesting removals shall be responsible for costs as identified in the Removal Cost Schedule:

Removal Cost Schedule	
Year	Program Participant Percentage Responsibility
1	90%
2	80%
3	70%
4	60%
5	50%
6	40%
7	30%
8	20%
9	10%
10	0%

Relocations: At any time during this Agreement or the duration of the Easement, whichever is longer, should Program Participant require relocation of infrastructure installed pursuant to this

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Agreement, such relocation shall be by mutual agreement of the Parties. Should SDG&E approve relocation of such facilities, such relocation shall be at sole expense of Program Participant, regardless of whether Utility-Owned or Customer-Owned, and in accordance with any Program requirements, laws, regulations, or other applicable jurisdictional requirements in effect at the time of relocation. Additionally, at SDG&E's discretion, upon a relocation, Program Participant shall either amend the Easement to include the legal description of the new location or enter into a new Easement with SDG&E.

6.0 DUTY TO NOTIFY

Program Participant shall notify SDG&E immediately regarding any unsafe, inoperable or damaged Infrastructure. In addition, Program Participant shall immediately report all claims and/or incidents involving the Infrastructure to SDG&E or its designated representative(s), and promptly thereafter confirm in writing, the occurrence of any injury, loss, or damage incurred by Program Participant.

If Program Participant has received or receives any other incentives or rebates for any Infrastructure or equipment covered under the scope of this Program, Program Participant shall notify SDG&E of any such incentives or rebates as soon as reasonably practicable. In the event that any such incentives or rebates, when combined with the EVSE Rebate or Customer-Owned Infrastructure Rebate provided by SDG&E, would reimburse Program Participant for more than 100 percent of the cost, SDG&E shall decrease the applicable rebate amount if not yet paid, or if already paid, submit a reimbursement request to the Program Participant for the amount of the rebate payment exceeding 100 percent of the cost incurred by Program Participant.

7.0 OPERATIONAL CONDITIONS AND PROGRAM PARTICIPANT CONTACTS

Program Participant shall perform certain operational functions such as report conditions and issues related to the Infrastructure.

For these purposes and other related reasons, Program Participant shall have two designated contacts with current and available contact information at all times.

Designated Contact Person for Operations
(Name, Email, Phone #)

Designated Backup Contact Person for Operations
(Name, Email, Phone #)

8.0 COMPENSATION

Except as otherwise provided in this Agreement, under no conditions shall Program Participant receive compensation of any kind, either by cash, in-kind services, or otherwise, for any duties or

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requirements provided for in this Agreement or for participation in any way as part of the Program, including but not limited to:

- Easement;
- Use of data for lawful purposes;
- Loss of business activity during construction or maintenance activities, or
- Any other inconvenience or loss, without limitation, related to participation.

9.0 CONFIDENTIALITY

During the Term of this Agreement, Program Participant may be provided with information of a confidential nature ("Confidential Information") by SDG&E or its representatives.
Throughout and after the duration of this Agreement, Program Participant shall hold all Confidential Information in strict confidence. Without SDG&E's prior written approval, Program Participant shall not use, disclose, reproduce, distribute, or otherwise misappropriate any Confidential Information, nor shall Program Participant take any action that may cause, or fail to take any action necessary to prevent causing, any Confidential Information to lose its character as Confidential Information. If applicable, SDG&E acknowledges that Program Participant is subject to the California Public Records Act (CPRA). Nothing in this agreement prohibits Program Participant from releasing documents that are not exempt from disclosure under the CPRA or applicable law.

10.0 INTELLECTUAL PROPERTY

Nothing in this Agreement or the Parties' performance of it is intended or shall be deemed to convey any intellectual property rights to Program Participant. All intellectual property rights relating to the Program are expressly reserved to SDG&E, its contractors or other designated representatives and their respective licensors.

11.0 WAIVER

No provision of this Agreement may be waived unless agreed to by SDG&E, its contractors or other designated representatives and Program Participant in writing. The failure of SDG&E, its contractors or other designated representatives or Program Participant to insist upon strict performance of any provision of the Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Agreement.

12.0 DISPUTE RESOLUTION

In the event of a dispute relating to this Agreement, Program Participant and SDG&E, its contractors or other designated representatives shall make a good faith effort to resolve the dispute by negotiation between representatives with decision-making authority, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute.

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13.0 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for any litigation arising from or relating to this Agreement shall be in San Diego County, California.

14.0 PROGRAM PARTICIPANT REPRESENTATIONS

Program Participant is an independent entity from SDG&E, its affiliates, contractors, vendors, representatives, or designees and nothing herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the Program Participant and SDG&E, its affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as otherwise provide herein, nor make any representations of any kind to this effect.

15.0 SEVERABILITY

If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of lawful jurisdiction, such invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision.

16.0 FALSIFICATION AND MISREPRESENTATION

Program Participant shall not falsify or misrepresent invoices or other documentation to SDG&E, its contractors or other designated representatives.

17.0 MARKETING & BRANDING

Disclaimer: All marketing, advertising or promotional materials which reference SDG&E, its contractors or other designated representatives or the Program itself, shall include a disclaimer which shall state that Program Participant is not an agent or affiliate of any and all of SDG&E, its contractors or other designated representatives.

Logos/ Trademarks: Program Participant shall not use the logos, trademarks or service marks of the Program, SDG&E, its contractors, or other designated representatives in any of Program Participant's marketing, advertising, or promotional materials without express written approval from SDG&E, its contractors or other designated representatives as appropriate. SDG&E shall not use the logos, trademarks or services marks of Program Participant without express written approval from Program Participant.

Marketing Materials: Program Participant must use up-to-date Program marketing materials. All marketing and advertising materials shall comply with the California Business and Professions Code.

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Endorsements: Program Participant shall not state or imply endorsement of its products or services on the part of SDG&E, its contractors or other designated representatives or the Program.

Right to Review Materials: SDG&E, its contractors or other designated representatives reserves the right to review and approve any and all advertising, marketing, or promotional copy or materials developed or used by the Program Participant which references the Program Participant's participation in this Agreement or the Program, financing and other SDG&E programs or those of the contractors or other designated representatives. At its sole discretion, SDG&E, its contractors or other designated representatives may require the Program Participant to submit such copy and materials for pre-approval. Approval shall be granted, unless SDG&E, its contractors or other designated representatives, in its sole discretion, determines that the copy or materials are misleading, in error, or fail to meet the requirements of this Agreement. The Program Participant agrees to remove from circulation or otherwise discontinue the use of any such materials.

18.0 CHANGES

SDG&E, its contractors or other designated representatives may initiate changes to the Program as circumstances dictate. SDG&E, its contractors or other designated representatives will make every effort to provide at least 30 calendar days written notice of changes that affect Program activities. However, SDG&E, its contractors or other designated representatives reserve the right to make immediate changes, without notice, as deemed necessary or in the best interest of SDG&E and its Customers. In the event SDG&E, its contractors or other designated representatives materially change the Program to the detriment of Program Participant, Program Participant may terminate this Agreement upon 30 days written notice to SDG&E.

Design Changes: A preliminary layout of proposed facilities will be provided via the 30% Design Acceptance document. Program Participant shall provide signed acceptance of the 30% Design Acceptance document certifying that the location of the facilities to be owned and operated by SDG&E are acceptable and not in conflict with the Participants planned improvements and further authorizes SDG&E to proceed with the preparation of final design(s), drawing(s), and cost(s). Program Participant acknowledges and agrees that any Infrastructure installed by SDG&E may vary from the design, if, in SDG&E's sole discretion, actual site conditions or municipal requirements dictate such changes. Program Participant may be responsible for incremental costs if: 1) There are changes to the system caused by the Participant or Participant's authorized representative, 2) There is a deviation from the electric load information specified within the approved Desktop Review/Load Study which will necessitate design and/or construction changes, 3) the project is cancelled after this Agreement is executed.

19.0 FRAUD AND DISHONESTY; COMPLIANCE WITH LAWS

Program Participant expressly warrants and represents that it shall conduct its business activities without perpetrating any fraud or dishonesty through the Program. Program Participant shall use best efforts to avoid doing any harm to SDG&E, their Contractors or other designated representatives' including the brands or goodwill of same. Program Participant shall comply

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with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the Program.

20.0 BREACH OF AGREEMENT

Without limitation, and to the greatest extent allowed by law, SDG&E and Program Participant reserve the right to seek damages and recovery for losses incurred due to any breach of this Agreement on the part of Program Participant or SDG&E as applicable, whether intentional or unintentional.

21.0 TERMINATION AND TRANSFER

Term ("Term"): This Agreement shall be in effect from the Effective Date ("Effective Date") through a period of ten (10) years from the In-Service Date ("In-Service Date"), unless the parties agree in writing to cancel or extend the Term, subject to this Agreement.

SDG&E Right to Terminate: SDG&E, its Contractors or their designated representatives may terminate, or for any duration suspend, this Agreement and Program Participant's participation in the Program, or operation of the Infrastructure, with or without cause, at any time, and for any reason. Such reasons may include but are not limited to:

At Program Participant's cost and expense, including the depreciated value of the Infrastructure and removal costs, if removal requested by SDG&E for Program Participant's:

- Failure to provide or comply with terms of the Easement
- Breach of Agreement in whole or in part

At SDG&E's removal cost of Utility-Owned Infrastructure, if:

- Permitting issues
- Exceptional installation costs
- Environmental concerns
- Program no longer authorized by the CPUC
- Any other reason(s) not in Program or ratepayers' best interest

Termination: Program Participant may terminate this Agreement upon thirty (30) business days notice should SDG&E materially breach any material term of this Agreement or fail to perform any material obligations hereunder, after notice and a reasonable opportunity to cure. Should a sale of property or other circumstance result in Program Participant losing its ability to perform its obligations per this Agreement, Program Participant shall immediately notify SDG&E in writing and without delay within ten (10) days of Program Participant knowledge of such a possibility and notwithstanding anything to the contrary contained herein, this Agreement shall terminate and Program Participant shall pay all costs and expenses, including the value of the depreciated Infrastructure. Should Program Participant request removal or termination, for any reason, of Electric Vehicle Supply Equipment ("EVSE") or parts thereof prior to expiration of the Term, Program Participant shall bear the full cost and sole expense of such removal as well as the

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depreciated value of the Infrastructure. If after signing this Agreement, Program Participant withdraws from the Program prior to the site being activated, then SDG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of the Agreement including, but not limited to, design cost, site walk costs, etc.

Transfer of Agreement: Under no circumstance may this Agreement or parts thereof be assigned, transferred or otherwise conveyed without prior written consent of SDG&E and/or its designated representative. Such consent will not be unreasonably withheld. The assignee in any such permitted assignment shall assume all rights and obligations for the remaining Term.

Used and Useful: Program Participant shall demonstrate to SDG&E's reasonable satisfaction that the Infrastructure will be operated by the Program Participant within three months of the Infrastructure In-Service Date. Thereafter, at SDG&E's discretion, it may request evidence that Program Participant is operating these vehicles and associated charging in accordance with its Electric Vehicle Acquisition Plan. If Program Participant is not operating vehicles consistently with such plan, at SDG&E's discretion Program Participant may be responsible for SDG&E costs associated with installing the excess Infrastructure. This includes costs, as circumstances may dictate, for losses incurred by SDG&E on behalf of ratepayers, such as costs of equipment, site design and installation.

End of Term: At the end of the Term, unless the parties agree otherwise, SDG&E shall remove at its cost or abandon in-place Utility-Owned Infrastructure at SDG&E's discretion; Program Participant is responsible for Self-Installed Customer-Owned Infrastructure and EVSE at Program Participant's own cost.

Quitclaim: Upon the expiration or earlier termination of this Agreement and removal of all above grade infrastructure, SDG&E shall quitclaim all of its interest in the Easement.

22.0 NOTICES

Any notice provided under this Agreement shall be sent via first-class U.S. Mail. Notice is deemed effective on the third day after it is deposited in the U.S. Mail. Alternatively, notice may be given by fax or email, which is effective upon confirmation of successful transmission to the recipient. Notice pursuant to this Agreement shall be sent to:

PROGRAM PARTICIPANT:
(Name, Address, Email)

SAN DIEGO GAS & ELECTRIC COMPANY:

Name: Chris Faretta, Clean Transportation Programs Manager
Address: 8690 Balboa Ave., CPA2-03, San Diego, CA 92123
Email: cfaretta@sdge.com

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Name: Anthony Aguirre
Address: 8690 Balboa Ave., CPA2-03, San Diego, CA 92123
Email: aaguirre@sdge.com

23.0 MISCELLANEOUS

This Agreement, including the Exhibits attached hereto and all items incorporated herein by reference and any written modification shall represent the entire and integrated agreement between the Parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms and conditions of the Parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. If any provision of this Agreement is in any way deemed unenforceable, then the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held unenforceable, shall not be affected, and each term and provision shall be enforceable to the fullest extent permitted by law.

Program Participant represents and warrants that it has the requisite power, legal authority and capacity to enter into this Agreement and to perform each and every obligation required of Program Participant under this Agreement and that the undersigned is authorized to execute this Agreement on behalf of Program Participant. For federal government Program Participants, you must be a Contracting Officer authorized to enter into this Agreement.

PROGRAM PARTICIPANT	**SAN DIEGO GAS & ELECTRIC COMPANY**
By: _____ Signature	By: _____ Signature
Date: _____	Date: _____
_____ Printed Name and Title	_____ Chris Faretta Clean Transportation Programs Manager
_____ Name of Agency	

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Signed by:
Paul Albarian
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09/03/2026

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DEFINITIONS

- Approved Product List (APL): The list of EVSE qualified by SDG&E and meeting SDG&E's technical requirements. Rebate eligible Program Participants must select EVSE from the APL in order to receive an EVSE Rebate (if available).

- California Public Utilities Commission (CPUC): The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.

- CPUC's Transportation Electrification Safety Requirements Checklist: The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs.

- Customer-Owned Infrastructure: This includes the EVSE purchased and installed by the Program Participant pursuant to this Agreement; and the Customer-Side Make-Ready, if the Program Participant elects the Self-Install Customer-Side Make-Ready option.

- Customer-Side Make-Ready: The Customer-Side Make-Ready Infrastructure includes all Infrastructure from the utility meter up to the first point of interconnection with the EVSE. Make-Ready, as defined herein, does NOT include purchase or installation of the EVSE.

- Disadvantaged Community (DAC): Census tracts in San Diego Gas & Eletric's service territory with a top 25% quartile score according to California Environmental Protection Agency's CalEnviroScreen 3.0 tool.

- Easement: A real property instrument substantially in the form of Exhibit A attached hereto to grant right of way for SDG&E to construct, maintain, operate, and repair any Utility-Owned Infrastructure.

- Effective Date: The date that this Agreement is dually signed and executed.

- Electric Vehicle Service Provider (EVSP): The entity from which the EVSE and Network Services is purchased.

- Electric Vehicle Supply Equipment (EVSE): An individual charging station unit that may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid-

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connected power source capable of recharging the vehicle's battery pack. The individual connectors of the EVSE are referred to as ports. Each EVSE can charge one or more vehicles depending on the number of ports the unit is equipped with. Qualifying EVSE that meets the technical specifications set forth by SDG&E are listed in the APL.

- EVSE Rebate: Financial reimbursement paid to an eligible Program Participant, or its designee, pursuant to the terms and conditions of the Program, to offset a portion of the purchase of approved EVSE.

- In-Service Date: The date the Infrastructure installed under this Agreement becomes available for use by the Program Participant.

- Infrastructure: The equipment and materials to be installed by either party pursuant to this Agreement on both the Utility-Side and Customer-Side of the electric meter.

- Make-Ready Infrastructure: All infrastructure necessary to operate EVSE; this includes all trenching, conduit, wire, hardscape work, signage, protective measures, and site restoration, installed so the EVSE can be mounted and any communications equipment installed. Make-Ready, as defined herein, does NOT include (1) purchase or installation of the EVSE.

- Medium-Duty/Heavy-Duty Electric Vehicles: Includes forklifts, truck stop electrification, transport refrigeration units, port cargo trucks, transit buses, school buses, airport ground support equipment, medium-duty vehicles, heavy-duty vehicles, and Class 2 through Class 8 on-road vehicles; as defined by U.S. Department of Energy.

- Program: Also referred to as the Power Your Drive for Fleets Make-Ready Infrastructure Program. The Program is designed to help Program Participants install EV charging Infrastructure needed to electrify their medium- and heavy-duty fleets and off-road vehicles.

- Program Participant: The SDG&E Customer that enters into this Agreement.

- Steady State of Vehicles: Consistent level of inventory vehicles purchased for sale or lease which the Program Participant agrees to maintain throughout agreement term that would use the Make-Ready Infrastructure.

- Term: This Agreement shall be in effect from the Effective Date through a period of ten (10) years from the In-Service date.

- Utility-Owned Infrastructure: This includes all Infrastructure installed by SDG&E.

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- Utility-Side Make-Ready: The Utility-Side Make-Ready Infrastructure includes all Infrastructure work from SDG&E's distribution system to a new circuit panel that will be installed to support EVSE. SDG&E will ALWAYS be responsible for designing, procuring, installing, and maintaining the necessary Infrastructure on the Utility-Side of the meter.

- Vehicle Acquisition Plan: Program Participant's written plan detailing the number, type, and charging levels of electric vehicles that will be used at the Program Participant's premises over time to justify the requested Infrastructure.

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EXHIBIT A: Owner Authorized Agent Form

Date: _____ Site ID#: _____ Site Name: _____

Owner Authorized Agent Form

I, _____, hereby authorize San Diego Gas & Electric to act as my agent in all documents / forms as it relates to obtaining Agency permits for the installation of Power Your Drive for Fleets EV charging infrastructure at the property listed below.

SITE HOST TO COMPLETE

Property Address:

_____

_____

Agent Name, Address & Telephone Number:

Anthony Aguirre, SDG&E Project Manager

8690 Balboa Ave., CPA2-03, San Diego, CA 92123

aaguirre@sdge.com (619) 416-2311

Property Owner Name, Address, & Telephone Number:

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Signature: _____ Date: _____