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CHARGE READY TRANSPORT PROGRAM PARTICIPATION AGREEMENT

This Charge Ready Transport Program Participation Agreement (Agreement) sets forth the terms and conditions for Program Participant to participate in the Charge Ready Transport Program. Pursuant to the terms of this Agreement, SCE will (1) design, procure, and install the Infrastructure (as defined herein) at no cost to the Program Participant; and (2) if applicable, remit the Charging Equipment Rebate and the Make-Ready Rebate after all terms and conditions have been met by the Program Participant.

All Program Participants are eligible for no-cost installation of the utility-side and customer-side make-ready infrastructure. Only Program Participants meeting one of the following requirements will be eligible for the Charging Equipment Rebate:

(1) Program Participant is installing Charging Equipment listed on the Approved Product List (APL) to service transit or school buses; or

(2) Program Participant is installing Charging Equipment listed on the APL at a project site that is located in a designated Disadvantaged Community (DAC) and the Program Participant is NOT listed on the Fortune 1000 list.

Program Participant hereby agrees to the following terms and conditions of the Charge Ready Transport Program (the "Program").

APPROVED CHARGING EQUIPMENT

Total Number of Approved Charging Equipment:

The commitment to procure and install the approved Electric Vehicle Supply Equipment (EVSE) applies whether or not the Program Participant is eligible for the Charging Equipment Rebate, as SCE will design and install the Infrastructure based on this commitment.

The Program Participant is required to install the approved EVSE Count set forth in this Agreement. Failure to procure and install the agreed upon EVSE Count will constitute a breach of this Agreement, which may result in termination by SCE, at SCE's discretion, and a requirement for the Program Participant to reimburse SCE for certain costs (see Section 10 of Agreement).

1. Approved EVSE Count:

EVSE Count	Power Output Level
5	0 - 19.2 kW
1	19.3 - 49.9 kW
1	150+ kW

EVSE stands for Electric Vehicle Supply Equipment. For most sites, the EVSE consists of a charging station and the EVSE count is equal to the charging station count.

However, for modular DC systems, the EVSE consists of a power cabinet and dispensers. The power cabinets and dispensers will determine the EVSE count and power output level.

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2. Charging Equipment Rebate Amount (if applicable):

If Program Participant is eligible for the Charging Equipment Rebate, the rebate amount paid to the Program Participant will be reduced to ensure that when combined with any other third-party rebates or incentives, the total rebate received by Program Participant does not exceed the Program Participant's total costs for procuring and installing the equipment. Following the successful installation of the Charging Equipment, the Program Participant will certify whether it has received any other third-party rebates or incentives, so that SCE can determine the appropriate Charging Equipment Rebate.

The following table provides the current charging equipment rebate amount categorized by power output level. These values will be used when calculating incentives for rebate eligible participants.

Power Output Rebate Category	Eligible Rebate Amount*
0 kW - 19.2 kW	50% of the cost of EVSE, up to $1,850
19.3 kW - 49.9 kW	50% of the cost of EVSE, up to $7,900
50 kW - 149.9 kW	50% of the cost of EVSE, up to $23,500
150+ kW	50% of the cost of EVSE, up to $39,600
*Rebate only covers hardware cost--no other costs such as installation or networking	

EVSE stands for Electric Vehicle Supply Equipment. For most sites, the EVSE consists of a charging station and the EVSE count is equal to the charging station count.

However, for modular DC systems, the EVSE consists of a power cabinet and dispensers. The power cabinets and dispensers will determine the EVSE count and power output rebate category. SCE will include the total cost of the power cabinet and dispensers in rebate calculation.

APPROVED SITE LOCATION AND DESIGN

3. Description of Approved Location at the Site: **From north point of site along the eastern edge to the eastern side of the parking lot at the south end of the property**

4. Conceptual Design of the Charge Ready Transport deployment on Program Participant's Site: **Attached**

MAKE-READY INFRASTRUCTURE WORK

5. The Make-Ready infrastructure:
- ☑ **self-installed customer-side make-ready**
- ☐ **SCE-installed make-ready**

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APPROVED VEHICLE ACQUISITION PLAN

The Program Participant agrees to adhere to the Electric Vehicle (EV) Acquisition Plan as described below. The Plan may only be modified with consent of SCE, in SCE's sole discretion. For Transport Refrigeration Units (TRUs), the Vehicle Acquisition Plan is a commitment that the stated number of unique TRUs will use the infrastructure within the estimated delivery date. These TRUs may be owned/leased by the customer or owned/leased by others using the site. For Truck Stop Electrification (TSE), 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 customer or owned/leased by others using the site.

Vehicle Acquisition Plan:

Delivery Date	Vehicle Class	Vehicle Count
January 2027	Medium duty on-road vehicle	2
January 2026	Medium duty on-road vehicle	4
January 2029	Medium duty on-road vehicle	1
January 2028	Medium duty on-road vehicle	6

PROGRAM PARTICIPATION TERMS AND CONDITIONS

Program Participant agrees that its participation in the Charge Ready Transport Program is subject to the following terms and conditions:

6. Definitions: Any capitalized terms used in this Agreement not otherwise defined herein shall have the meaning set forth in the Program Handbook, which is incorporated into this Agreement by reference.

AHJ – Authority Having Jurisdiction:
The responsible government entity having geographically-based jurisdiction that typically approves, inspects and permits construction projects (e.g., City, County, Fire, Division of State Architect, etc.).

Approved Product List:
The list of Charging Equipment qualified by SCE and meeting SCE's technical requirements. Program Participant must select Charging Equipment from the Approved Product List in order to receive a Charging Equipment Rebate (if available).

CalEnviroScreen:
The California Communities Environmental Health Screening Tool (CalEnviroScreen) was released by the Office of Environmental Health Hazard Assessment (OEHHA), on behalf of the California Environmental Protection Agency (CalEPA). CalEnviroScreen identifies California communities by census tract that are disproportionately burdened by, and vulnerable to, multiple sources of pollution. For more information, please visit https://oehha.ca.gov/calenviroscreen.

Charge Ready Portal:
The website where Program Participants can apply for the Program, check application status, and upload most required documents (https://chargereadytransport.sce.com).

Charging Equipment:
Qualifying Charging Equipment that meets the technical specifications set forth by SCE. Charging Equipment that qualifies for the Rebate, if available, are listed in the Approved Product List, which can be found through the Program's web portal (https://chargereadytransport.sce.com).

Charging Equipment Supplier:
The entity from which the Charging Equipment is purchased.

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Charging Equipment Rebate:
Financial reimbursement paid to an eligible Program Participant, or its designee, pursuant to this Agreement, to off-set a portion of the purchase of approved Charging Equipment.

Charging Station:
An individual charging station unit that may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid-connected power source capable of recharging the vehicle's battery pack. The individual connectors of the Charging Station are referred to as ports. Each charging station can charge one or more vehicles depending on the number of ports the unit is equipped with.

Commitment Period:
The 10-year period where Program Participant must maintain all Charging Equipment in working order at the Site. The Commitment Period will commence on the In-Service Date of the Charging Equipment.

Conceptual Design:
Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement.

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 and can be downloaded from: www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882.

Customer-Side of the Meter Infrastructure:
Necessary infrastructure on the customer's side of the meter.

Disadvantaged Communities (DACs):
Census tracts in SCE's service territory with a top quartile score according to the latest version of California Environmental Protection Agency's CalEnviroScreen tool.

Electric Vehicle Infrastructure Training Program (EVITP) Certification:
The document certifying an electrician has gone through the Electric Vehicle Infrastructure Training Program process. For more information, please visit https://www.evitp.org.

Electric Vehicle Supply Equipment (EVSE):
For most sites, the EVSE consists of a charging station. For modular DC systems, the EVSE consists of a power cabinet and dispensers.

Eligible TOU Rates:
All SCE TOU rate plans, which feature energy charges that vary based on the time of day, the day of the week, and the season. Some plans also include demand charges that are based on the maximum amount of electricity your business uses at once. For more information, please visit https://www.sce.com/business/rates/time-of-use", or https://www.sce.com/business/rates/electric-car-business-rates.

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Final Design:

Map and related documents, as applicable, that show the proposed layout of the Infrastructure and Charging Equipment, including but not limited to, conduit routing and equipment placement. The Final Design is the engineered construction drawing submitted for permitting and will be completed after this Agreement is executed and prior to start of construction.

Final Invoice:

Statement of the total amount paid by Program Participant to Charging Equipment Supplier(s) for the purchase of Charging Equipment.

Grant of Easement:

A contractual agreement to grant right of way for SCE to construct, maintain, operate, and repair any SCE-installed infrastructure.

In-Service Date:

The date in which a Charging Equipment is installed and operational.

Infrastructure:

The necessary Infrastructure on both the utility-side and customer-side of the electric meter (i.e., "make-ready") that SCE will design, purchase, construct, and install at no cost to the Program Participant pursuant to this Agreement. Infrastructure, as defined herein, does NOT include (1) purchase or installation of the Charging Equipment; or (2) the customer-side portion of the make-ready infrastructure, if the Program Participant elects the Self-Installed Customer-Side Make-Ready option.

Make-Ready Infrastructure:

Infrastructure and Customer Side of the Meter Infrastructure are, taken together, also referred to as the make-ready infrastructure. The utility-side make-ready infrastructure includes all infrastructure work from SCE's distribution system to a new circuit panel that will be installed to support EV charging. SCE will ALWAYS be responsible for designing, procuring, installing and maintaining the necessary infrastructure located on the utility side of the meter. The Customer-Side Make-Ready infrastructure includes all infrastructure from the new panel that will be set as part of the utility-side infrastructure work, up to the first point of interconnection with the Participant's Charging Equipment.

Make-Ready Rebate:

The rebate intended to offset a portion of the Participant's costs if Participant elects to perform the customer-side make-ready infrastructure work, following the completed installation of the make-ready infrastructure and submission of required documentation.

Network Service Provider:

The third-party entity that will provide Network Services for the Charging Equipment. The Network Service Provider will be required to transmit port level data and other information to SCE complying with Program requirements. The specific requirements are further described in the Program Handbook.

Preliminary Design:

The set of engineered, working drawings of the Infrastructure. The design includes project specifications, conduit routing, electrical equipment specifications and calculations, project related Site improvements and construction details.

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Program:

Also referred to as the Charge Ready Transport Program (CRTP). The Charge Ready Transport Program is designed to help Program Participants install the charging infrastructure needed to electrify their medium- and heavy-duty fleets and non-road vehicles.

Program Handbook:

The Charge Ready Transport Program Handbook is a document that provides a description of the Program offering, Program Participant obligations and related activities. The Program Handbook is incorporated into this Agreement by reference, and the Program Participant and SCE are required to follow the Program Handbook, as such document may be amended or supplemented from time to time.

Program Participant or Customer:

The SCE non-residential customer that enters into this Agreement.

Property Owner/Site Owner:

Individual or entity authorized representative of entity holding title in the Site where the Charging Equipment and Infrastructure will be located.

Rebate Payment:

The payment made by SCE to Program Participant, or its designated assignee, after the eligible Program Participant procures and installs the Charging Equipment or meets the requirements of the Make-Ready Rebate, in accordance with this Agreement, as verified by SCE, in SCE's sole discretion. The Rebate Payment may include the Charging Equipment Rebate, the Make-Ready Rebate, or both as applicable.

Reservation Approved Date:

Date on which the Agreement is executed by SCE, which will be after the Program Participant executes the Agreement. The Reservation Approved Date is set forth in Section 24 hereof.

Site:

The premises, owned, leased or operated by Program Participant, where the Charging Equipment will be installed.

Utility-side Infrastructure:

See "Make-Ready Infrastructure".

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7. Eligibility:

Program Participant certifies that it meets, and will continue to meet throughout its participation in the Program, all eligibility requirements of the Program, including, but not limited to:

a. Program Participant agrees to purchase and install the Charging Equipment, as set forth in this Agreement. Program Participant agrees that the number of Charging Stations, the models and their charging level cannot be modified after execution of this Agreement, without express written consent of SCE, at SCE's discretion.

b. Program Participant agrees to adhere to the Electric Vehicle (EV) Acquisition Plan.

c. Program Participant is a non-residential SCE customer with at least one active service account with SCE.

d. The Site is located in SCE's service territory.

e. Program Participant agrees to provide, or cause the Site Owner to provide, SCE with the rights of way across public or private property (as applicable) and to obtain any necessary permits to install Charging Equipment, without cost to SCE.

f. Program Participant will comply with all Program requirements outlined in the Program Handbook.

8. Program Participant Obligations and Representations and Warranties:

a. Agrees that any Charging Equipment installed will either be listed on SCE's Approved Product List or, if not listed, meets SCE's requirements as outlined in the Program Handbook. Program Participant will ensure that ALL Charging Equipment selected for installation under this Program, and during the commitment period, is first approved by SCE.

b. Agrees to procure, own, install, operate, and maintain the Charging Equipment in good working order at the site for not less than ten (10) years from the In-Service Date of Charging Equipment ("Commitment Period").

c. Agrees that if at any time during the Commitment Period the Charging Equipment is replaced, all associated costs will be the responsibility of the Program Participant.

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d. Agrees to adhere to its Electric Vehicle (EV) Acquisition Plan. The Plan included in this Agreement may only be modified with consent of SCE, in SCE's sole discretion. Program Participant understands and agrees that it is responsible to pay a pro rata share of SCE's costs of the Infrastructure constructed to accommodate the EV Acquisition Plan, and, if applicable, to pay back a pro rata share of the Charging Equipment Rebate and Make-Ready Rebate paid by SCE to Program Participant or its designated assignee, if applicable, to the extent that Program Participant does not acquire all of the EVs set forth in the EV Acquisition Plan.

e. Agrees to contract with a qualified electric vehicle charging equipment Network Service Provider to record and transmit EV charging usage data supporting on-road vehicles for not less than five (5) years from the In-Service Date of the Charging Equipment.

f. Agree to obtain the consent of its qualified Network Service Provider to provide SCE, or SCE's designated agent or vendor, with access to certain information required by the CPUC, including, but not limited to, the duration of each charge, rate, cost, and load.

g. Agrees that SCE, or SCE's designated agent or vendor, may collect or receive this data directly from the Program Participant's contracted EV Network Service Provider.

h. Authorizes SCE to act on Program Participant's behalf to share Program Participant's billing records, billing history and all meter usage data used for bill calculation for all meters participating in the Charge Ready Transport program with third-party program evaluators. This authorization expires five (5) years from the date Program Participant turns on service for the EVSE installed as part of Charge Ready Transport.

i. Acknowledges and agrees that the actual Infrastructure may vary from the Conceptual Design, if, in SCE's sole discretion, actual Site conditions or AHJ direction requires such changes. If the Customer elects the "SCE-installed make-ready" option in Section 5 hereof, then Customer:

   a. Acknowledges and agrees that SCE shall own all Make-Ready Infrastructure, including but not limited to, the Customer Side Of The Meter Infrastructure on the Program Participant's property.

   b. Acknowledges and agrees that Program Participant will convey to SCE all already-existing Make-Ready Infrastructure located on the property and that is owned by the Customer, as well as provide any necessary easements, as may be required by SCE on the Customers or third party property for SCE to install, access, and maintain the Make-Ready Infrastructure. Customer shall convey any such necessary Make Ready Infrastructure or easements to SCE, promptly and using SCE's standard conveyance and/or easement agreements, as applicable, found at https://www.sce.com/business/electric-cars/charge-ready-transport/charge-ready-transport-resources

   c. Agrees to allow SCE to secure such access to the Make Ready Infrastructure located before SCE will energize any of the Make-Ready Infrastructure.

j. Acknowledges that funding pursuant to this Agreement is only reserved after SCE receives a copy of this Agreement signed by Program Participant and Property Owner (if different from Program Participant) and SCE executes the Agreement. The Program Participant also acknowledges that reserved funding may be withdrawn and SCE may terminate this Agreement, both in SCE's sole discretion, if Program Participant breaches the Agreement, including, but not limited to, failing to follow the EV Acquisition Plan or failing to construct and install the customer-side make-ready infrastructure, if Program Participant elects the Self-Installed Customer-Side Make-Ready.

k. Agrees to comply with all requirements, including providing the required documentation in the established timelines, set forth in the Charge Ready Transport Program Handbook.

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l. Represents and warrants, to the best of Program Participant's knowledge after reasonable investigation, that the Site is free of hazardous contamination, other safety hazards, and other environmental or physical conditions impacting the ability to perform work on or at the Site.

m. Represents and warrants that in the event that Program Participant has applied for or received any other incentives or rebates for the Charging Equipment, Program Participant shall notify SCE of any such incentives or rebates as soon as reasonably practicable. In the event that any such incentives or rebates, when combined with the Charging Equipment Rebate, would reimburse Program Participant for more than 100 percent of the cost of the Charging Equipment, SCE shall decrease the Charging Equipment 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 of the Charging Equipment.

n. Agrees to submit a completed IRS tax form W-9, and California Franchise Tax Board form 590 if applicable, in order for SCE to process any Rebate Payment. If the Program Participant does not qualify to receive any rebates under this program, these forms will not be required.

o. Represents and warrants that the execution and delivery of this Agreement, and the performance by Program Participant of its obligations under this Agreement, have been duly and validly authorized, and this Agreement is a legal, valid and binding obligation of Program Participant.

p. Agrees to ensure state-licensed and insured general contractors and installers of any Self-Installed Customer-Side Make-Ready infrastructure are IBEW-signatory and EVITP certified.

q. Represents and warrants that it has, or will, contract with a licensed Charging Equipment installer that meets all requirements of the Program.

r. Agrees to participate in Customer Satisfaction Surveys following completion of the Project, upon request of SCE.

s. Agrees to ensure information of newly installed and accessible to the general public Charging Equipment are registered with the US Department of Energy's Alternative Fuel Data Center (https://afdc.energy.gov/stations/#/analyze) and only one set of information is reported between the Program Participant and Charging Equipment Supplier.

t. Agrees to comply with all requirements included in the CPUC's Transportation Electrification Safety Requirements Checklist for customer-side make-ready infrastructure work.

u. Agrees to report any charging equipment that is publicly-accessible to the US Department of Energy's EV Charging Station Locations mapping tool, accessible at: https://www.afdc.energy.gov/fuels/electricity_locations.html#/find/nearest?fuel=ELEC.

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9. SCE Obligations:

a. SCE, at its sole discretion and in accordance with its applicable tariffs, design standards, and AHJ permitting requirem ents, will locate, design, and install the Infrastructure. SCE is responsible for all costs associated with Infrastructure deployed by SCE pursuant to this Agreement, except as otherwise specifically set forth herein. Notwithstanding the foregoing, SCE is not responsible for any costs to remedy any environmental or safety conditions at the Site. To that end, before commencing any work, SCE may require the Program Participant to fully complete, to the best of its ability, an SCE questionnaire regarding the relevant condition and history of the Site; and SCE and/or its contractors shall have the right to visually inspect all of the Site. Based on the questionnaire and Site visual inspection and any other available information, SCE, in its reasonable discretion: (i) may decline to proceed with any further work at the Site; or (ii) may decline to proceed with any further work at the Site except with Program Participant's agreement to additional reasonable environmental and other review and investigation of the Site, at Program Participant's expense, and reasonable remediation or mitigation of any such identified environmental or safety conditions, at Program Participant's expense. If SCE at any time discovers any such environmental or safety conditions during the performance of work at the Site, then SCE in its reasonable discretion may decline to proceed with any further work at the Site, unless and until such conditions are remediated to SCE's reasonable satisfaction, at Program Participant's expense.

b. SCE will pay the Charging Equipment Rebate, if applicable, after SCE has verified correct installation of the Charging Equipment, consistent with this Agreement, subject to Program Participant meeting all Program requirements. The actual Charging Equipment Rebate Payment amount shall not exceed the actual reasonable costs of the Charging Equipment, as set forth in the Final Invoice and consistent with the Program Participant's contract with the Charging Equipment Supplier(s).

c. SCE will pay the Make-Ready Rebate, if applicable, in accordance with the terms and conditions of this Agreement and the Customer-Side Make-Ready Infrastructure Installation Addendum.

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10. Term and Termination:

a. Term: The term of this Agreement shall begin upon the date that both Parties have signed the Agreement and end ten (10) years from the In-Service Date of the Charging Equipment, unless otherwise terminated earlier pursuant to this Agreement ("Term").

b. Termination by SCE: SCE, in its sole discretion, may terminate this Agreement, if (1) the Program Participant fails to comply with any terms and conditions of this Agreement, including the Program Handbook, and does not cure such default within five (5) business days after receiving notice, or (2) SCE determines, in its sole discretion, that the costs of designing and installing the Infrastructure will exceed the maximum allowable costs for such Infrastructure pursuant to the CPUC's guidance (3) if any hazardous environmental conditions, safety, and/or security concerns exist. In the event of a safety or security concern, SCE may cease work under the Agreement immediately and take all other necessary actions, including but not limited to, disconnecting power to the Charging Equipment, in SCE's sole discretion, to cure such safety or security violation(s).

c. Termination Costs: If this Agreement is terminated prior to the end of the Term because (1) Program Participant terminates its participation in this Program for any reason, (2) Program Participant, prior to the end of the Commitment Period, fails to install, or removes without replacing, the Charging Equipment or Program Participant-owned make-ready infrastructure, if applicable; or (3) SCE terminates this Agreement pursuant to Section 10.b.1 (Termination by SCE; Program Participant's Failure to Comply) hereof, the Program Participant shall pay (a) all costs actually incurred, or committed to be incurred, by SCE, as of the termination date, in connection with designing and deploying the Infrastructure at the Site; and (b) the Rebate Payment (if already paid). If the Charging Equipment or the Make-Ready Infrastructure, if applicable , are installed, the amount due to SCE for both (a) and (b) above will be prorated over a ten-year period, beginning from the In Servic,e Date of the Charging Equipment. SCE will invoice the Program Participant for such-costs, and Program Participant shall pay such invoice within 60 days of receipt.

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11. Indemnification and Liability; No Representations or Warranties:

a. Program Participant understands that SCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the Charging Equipment or, if Program Participant chooses the "Self-Installed Customer-Side Make-Ready" option, the Customer-Side of the Meter Make Ready Infrastructure. Further, SCE makes no warranty, whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under the Program. Program Participant agrees that SCE has no liability whatsoever concerning (1) the quality, safety or installation of such products, including their fitness for any purpose, (2) the workmanship of any third parties, (3) the installation or use of the products. Program Participant hereby waives any and all claims against SCE, its parent companies, directors, officers, employees, or agents ("SCE Parties"), arising out of activities conducted by or on behalf of SCE under the Program. Without limiting the generality of the foregoing, none of the SCE Parties shall be liable hereunder for any indirect, incidental, consequential, exemplary, reliance, punitive, lost profit or other business interruption damages, or special damages, including damages for loss of use, by statute, in tort or contract or otherwise.

b. Indemnification of SCE. To the fullest extent permitted by law, Program Participant shall indemnify, defend, hold harmless and release SCE, and its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys' fees (a "Claim"), resulting from (a) any breach of the representations, warranties, covenants, or obligations of Program Participant under this Agreement, (b) any act or omission of Program Participant, whether based upon Program Participant's negligence, strict liability, or otherwise, in connection with the performance of this Agreement, (c) any third-party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Program Participant's performance or nonperformance under this this Agreement; or (d) from any harm or cost, known or unknown, associated with any hazardous materials, conditions, or site contamination, including, but not limited to, harm to SCE personnel, third parties, or customer applicant's employees, contractors, agents, and assigns. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the sole negligence or willful misconduct of SCE.

c. Defense of Claim. If any Claim is brought against the Indemnified Parties, Program Participant shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Program Participant may exist with respect to such Claim. If a conflict precludes Program Participant from assuming the defense, then Program Participant shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' defense costs through separate counsel of the Indemnified Parties' choice. If Program Participant assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Program Participant of any of its obligations hereunder.

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12. Miscellaneous:

a. Applicability of Tariffs and Program Handbook and Precedence. This Agreement incorporates, by reference, the Program Handbook and any applicable SCE Tariff, including but not limited to SCE's Tariff Schedule CRTP. No provision of this Agreement is intended to contradict or supersede any applicable SCE Tariff, or applicable laws, each of which shall control in the event of an apparent contradiction with this Agreement, except that the applicant payment responsibilities set forth in Rules 15 and 16 (Distribution Line and Service Extensions) do not apply to the Program. Other applicable provisions of Rules 15 and 16 are not waived.

b. Survival. Program Participant's obligation to pay Termination Costs and to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

c. Assignment. Program Participant shall not assign this Agreement without the prior written consent of SCE; to be granted or denied in SCE's sole discretion. Any assignment and assumption shall be in a form acceptable to SCE, in SCE's sole discretion.

d. This Agreement is subject to the jurisdiction of the California Public Utilities Commission (CPUC). This Agreement shall, at all times, be subject to such changes or modifications by the CPUC, as the CPUC may, from time to time, direct in the exercise of its jurisdiction.

e. The payee should consult its tax advisor concerning the taxability of the Rebate Payment.

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CHARGE READY TRANSPORT PROGRAM – CUSTOMER-SIDE MAKE-READY INFRASTRUCTURE INSTALLATION ADDENDUM

This Charge Ready Transport Customer-Side Make-Ready Infrastructure Installation Addendum (Addendum) sets forth the additional terms and conditions that apply to Program Participants that elect the "Self-Installed Customer-Side Make-Ready" option for the Customer-Side Make-Ready Infrastructure. All of the terms and conditions of the Charge Ready Transport Program Participation Agreement (Agreement) also apply, and any capitalized terms used in this Addendum, and otherwise not defined, shall have the meaning given to such terms in the Agreement.

MAKE-READY INFRASTRUCTURE WORK

The Program Participant has elected to install the Customer-Side Make-Ready infrastructure, and, subject to meeting all of the applicable terms and conditions, will qualify to receive the Make-Ready Rebate, which will be the lesser of: (a) 80 percent of the Program Participant's actual installation cost or (b) 80 percent of the average utility estimated direct cost for installing Customer-Side Make-Ready infrastructure for the relevant sector.

The Make-Ready Rebate shall not exceed 80 percent of ($429,455.93), which also represents the Customer-Side Make-Ready infrastructure funds that will be reserved as of the Reservation Approved Date. This amount is based on SCE's average estimated installation cost, but the actual Rebate Payment may be less, if 80 percent of the Program Participant's actual recorded and documented installation costs are lower than the reserved amount.

The rebate amount paid to the Program Participant will be reduced to ensure that when combined with any other third-party rebates or incentives, the total rebate received by Program Participant does not exceed the Program Participant's total infrastructure costs.

ADDITIONAL PROGRAM PARTICIPANT REPRESENTATIONS APPLICABLE TO SELF-INSTALLED CUSTOMER-SIDE MAKE-READY OPTION:

1. The Program Participant agrees to:

   a. Complete Customer-Side of the Meter Make-Ready Infrastructure design and provide a copy to SCE for review and approval.

   b. Create a Base Map and a Site Plan, for location of the Customer-Side of the Meter Make-Ready infrastructure and Charging Equipment and provide copy of each to SCE within SCE's required timeframe, as set forth in the Program Guidelines.

   c. Provide to SCE a copy of the estimated construction costs for the Customer-Side of the Meter Make-Ready Infrastructure broken out by design and engineering costs, permitting costs, and construction costs in advance of performing any related work.

   d. Provide signed approval of SCE's Utility-Side of the Meter Infrastructure design.

   e. Obtain all required approval and permits for the Customer-Side of the Meter Make-Ready Infrastructure work.

   f. Obtain written approval from SCE before commencing construction of the Customer-Side Make-Ready Infrastructure. Should Program Participant begin construction without SCE's approval, Program Participant assumes all cost and risk associated with rework or removal of the Customer Side of the Meter Make-Ready Infrastructure and Charging Equipment.

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g. Schedule and attend a preconstruction meeting with SCE and provide a detailed construction schedule.

h. Manage and coordinate all Customer-Side of the Meter Make-Ready infrastructure work.

i. Ensure installation contractor is C-10 state-licensed, insured and using IBEW-signatory labor.

j. Ensure compliance with electrician training certification (EVITP) and obtain copies of certificates in advance of work to be performed.

k. Comply with all applicable items included in the Safety Requirements Checklist for CPUC-Approved Transportation Electrification Programs.

l. Ensure final inspection process is complete after equipment installation.

m. Take any corrective actions, if SCE, in its sole judgment identifies any, to ensure that the Customer-Side of the Meter Make-Ready infrastructure complies with all of SCE's rules, regulations and safety requirements.

n. Own and maintain the Customer-Side of the Meter Make-Ready Infrastructure in working order for, at a minimum, the Commitment Period, at Program Participant's own expense and at no cost to SCE.

2. SCE Additional Representations

a. SCE will process the Customer-Side Make-Ready Rebate payment after SCE has verified correct installation of the Customer-Side Make-Ready and Charging Equipment, consistent with this Addendum and the Agreement, subject to Program Participant meeting all Program requirements and submitting the required documentation and after calculating the final rebate amount that will apply.

3. This Agreement can be signed electronically. Follwing signature, the Program Participant can upload the completed Agreement. SCE will verify completeness and accuracy and will execute the Agreement and reserve funding accordingly.

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This Agreement will be signed electronically. After the Program Participant has uploaded the completed Agreement to the Charge Ready Portal, SCE will verify for completeness and accuracy and will execute the Agreement and reserve funding accordingly.

AGREEMENT BY PROGRAM PARTICIPANT

By signing in the space below, you represent that the information provided in this Agreement is true, accurate and complete, and that you will comply with the terms and conditions outlined in this Agreement. You also represent and warrant that you are a duly authorized representative of Program Participant with the requisite authority to enter into this Agreement. For federal government Program Participants, you must be a Contracting Officer authorized to enter into this Agreement.

13.	Does your organization own the property on which the site is located? ☑ Yes ☐ No
14.	Name of Property Owner Representative authorized to sign this Agreement (only required if your organization is not the property owner):
15.	Email address of Property Owner Representative authorized to sign this Agreement (only required if your organization is not the property owner):
16.	Are you the individual authorized to sign the Agreement? APPROVED AS TO FORM: ☐ Yes ☑ No
17.	Authorized signer's email address: OFFICE OF COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA
18.	Name of Program Participant Representative: **David Sanchez**
19.	Title of Program Participant Representative: **Project Manager**
20.	☐ I certify that the information provided is accurate and complete and that I have authority to sign this Agreement on behalf of Applicant.
21.	Date:

Signed by: Paul Albarian F27704D5D2454D6...

09/03/2026

AGREEMENT BY PROPERTY OWNER

By signing in the space below, you represent and warrant that you are a duly authorized representative of the owner of the property on which the Site is located and that you have the requisite authority to consent to the use of the property in the manner set forth in this Agreement. You also represent that Property Owner hereby approves the installation and operation of the Infrastructure and the Charging Equipment, as well as any other necessary equipment to deploy the Charging Equipment pursuant to the Charge Ready Transport Program as described in this Agreement. You further agree to execute the Easement Agreement within 30 calendar days after Easement Agreement is provided by SCE.

22.	Name of Property Owner Representative:
23.	Title of Property Owner Representative:
24.	☐ I certify that I have authority to sign this Agreement on behalf of the Property Owner.
25.	Date:

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APPROVAL BY SCE AND RESERVATION OF FUNDS

26.	Name of SCE Representative:
27.	Title of SCE Representative:
28.	☐ I certify that I have authority to sign this Agreement on behalf of SCE.
29.	Reservation Approved Date:

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LEGEND

- PROPOSED XXKVA 277/480V 3Ø 4W TRANSFORMER
- PROPOSED 1200A 480V SWITCHBOARD
- PROPOSED 150KVA STEP DOWN TRANSFORMER
- PROPOSED 600A 208V DISTRIBUTION BOARD
- PROPOSED DUAL PORT L3 EV CHARGER PEDESTAL W/ FOOTING
- PROPOSED FUSED DISCONNECT
- PROPOSED SINGLE PORT L2 EV CHARGER PEDESTAL W/ FOOTING
- PROPOSED DUAL PORT L2 EV CHARGER PEDESTAL W/ FOOTING
- E — ELECTRICAL LINE
- PROPOSED WHEEL STOP
- PROPOSED EV L2 STALL
- PROPOSED EV L3 STALL
- PROPOSED CONCRETE WALK

- [#] INDICATES EVSE CHARGEPORT STALL
- (#) REFERS TO ELECTRICAL WIRING, SEE SHEET 3



EV CHARGING PORTS	CPT	L2	L2
PUBLIC	5	5	5
FLEET	12	2	10
TOTAL	17	7	15

N

30 15 0 30 60

SCALE: 1" = 30'

[redacted]

Project Title

CRT-2026-0003
OC WASTE & RECYCLING
11002 BEE CANYON ACCESS RD,
IRVINE, CA 92602

Sheet Title

Sheet No

2

[redacted]