

**Fill in this information to identify the case:**Debtor Powin, LLCUnited States Bankruptcy Court for the: \_\_\_\_\_ District of New Jersey  
(State)Case number 25-16137**Modified Official Form 410  
Proof of Claim****04/25**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. Who is the current creditor?	Cameron Wind I, LLC	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	See summary page	
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)		
	Contact phone	Contact phone
	Contact email <u>philip.japes@ingka.ikea.com</u>	Contact email
	(see summary page for notice party information)	
	Uniform claim identifier (if you use one):	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:   __ __ __ __
<b>7. How much is the claim?</b> \$ <u>252,241.24</u>	<b>Does this amount include interest or other charges?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.</p> <p>Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).</p> <p>Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>See summary page</u></p>
<b>9. Is all or part of the claim secured?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b> <div><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>.</div><div><input type="checkbox"/> Motor vehicle</div><div><input type="checkbox"/> Other. Describe: _____</div></div> <div><b>Basis for perfection:</b> _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</div> <div><b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)</div> <div><b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____</div> <div><b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div>
<b>10. Is this claim based on a lease?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b>   \$ _____</div>
<b>11. Is this claim subject to a right of setoff?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,800\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$17,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/26/2025  
MM / DD / YYYY

/s/John Richard Birkbeck HARRIS  
Signature

Print the name of the person who is completing and signing this claim:

Name John Richard Birkbeck HARRIS  
First name Middle name Last name

Title Director and Renewable Energy Portfolio Sales Manager

Company Cameron Wind I, LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 507-8031 | International 001-310-823-9000

<b>Debtor:</b> 25-16137 - Powin, LLC <b>District:</b> District of New Jersey, Trenton Division		
<b>Creditor:</b> Cameron Wind I, LLC Attn Philip Japes Accounting and Reporting Specialist 420 Alan Wood Road  Conshohocken, PA, 19428 <b>Phone:</b> <b>Phone 2:</b> <b>Fax:</b> <b>Email:</b> philip.japes@ingka.ikea.com	<b>Has Supporting Documentation:</b> Yes, please mail physical supporting documentation <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Disbursement/Notice Parties:</b> Ingka Investments BV John Harris Bargelaan 20  Leiden, Z Holland, 2333CT Netherlands <b>Phone:</b> +31 683444863 <b>Phone 2:</b> <b>Fax:</b> <b>E-mail:</b> john.harris@ingka.com		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Unpaid Liquidated Damages for Availability Warranty for Long Term Service Agreement - see attachment	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 252,241.24	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> John Richard Birkbeck HARRIS on 26-Sep-2025 5:32:40 a.m. Pacific Time <b>Title:</b> Director and Renewable Energy Portfolio Sales Manager <b>Company:</b> Cameron Wind I, LLC		

**Additional Supporting  
Documents Received on  
10/1/2025**

RECEIVED

OCT 01 2025

VERITA GLOBA



251613725100100000000002

Fill in this information to identify the case:

Debtor Powin, LLC

United States Bankruptcy Court for the: \_\_\_\_\_ District of New Jersey  
(State)

Case number 25-16137

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Contact phone _____ Contact phone _____ Contact email <u>philip.japes@ingka.ikea.com</u> Contact email _____ (see summary page for notice party information) Uniform claim identifier (if you use one): _____		
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2516137250825102032000796

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Executed on date 09/26/2025  
MM / DD / YYYY

/s/John Richard Birkbeck HARRIS  
Signature

Print the name of the person who is completing and signing this claim:

Name John Richard Birkbeck HARRIS  
First name Middle name Last name

Title Director and Renewable Energy Portfolio Sales Manager

Company Cameron Wind I, LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address



2516137250825102032000796

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



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<b>Disbursement/Notice Parties:</b> Ingka Investments BV John Harris Bargelaan 20  Leiden, Z Holland, 2333CT Netherlands <b>Phone:</b> +31 683444863 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> john.harris@ingka.com		
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<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> John Richard Birkbeck HARRIS on 26-Sep-2025 5:32:40 a.m. Pacific Time <b>Title:</b> Director and Renewable Energy Portfolio Sales Manager <b>Company:</b> Cameron Wind I, LLC		

VN: CFA91FA9E073B193FA5E6CA40D541AC8



Powin Claims Processing Center  
c/o KCC dba Verita Global  
222 N Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

## CONTENTS

- 1) CLAIM CAMERON I LLC  
FROM POWIN LLC
- 2) INTEREST CALCULATION
- 3) LONG TERM SERVICE AGREEMENT.



JOHN HARRIS

29/9/2025.



Cameron Wind I, LLC - Powin, LLC  
Case number 25-16137

	Claim Amount	Due date	Current dat	Interest rate	Yrs outstanding	Interest	Total claim	
LD 2024	\$ 97,313.00	1-Oct-24	26-Sep-25	18%	0.98630137	\$ 17,276.39	\$ 114,589.39	Clause 7.4 Availability Exhibit I Availability Gu
LD 2025	\$ 137,992.10	1-Oct-25	26-Sep-25	18%	-0.01369863	\$ (340.25)	\$ 137,651.85	Clause 2 Exhibit C
							<b>\$252,241.24</b>	

Clause 9.1 Total limita

	Inv #	Issue date	Service Fee	Limit %	ser	Limitation of liability	
LD 2024	INV3585	4/1/2025	\$ 9,731.30	200%	\$	19,462.60	
	INV3599	5/1/2025	\$ 9,731.30	200%	\$	19,462.60	
	INV3652	6/1/2025	\$ 9,731.30	200%	\$	19,462.60	
	INV3699	7/1/2025	\$ 9,731.30	200%	\$	19,462.60	
	INV3763	8/1/2025	\$ 9,731.30	200%	\$	19,462.60	
	Total period		\$ 48,656.50	200%	\$	97,313.00	
LD 2025	INV3804	9/1/2025	9,731.30	200%	\$	19,462.60	
	INV3855	10/1/2025	9,731.30	200%	\$	19,462.60	
	INV3930	11/1/2025	9,731.30	200%	\$	19,462.60	
		12/1/2025		200%	\$	-	
		1/1/2026		200%	\$	-	
		2/1/2026		200%	\$	-	
	INV4129	3/4/2025	9,731.26	200%	\$	19,462.52	
	INV4177	4/1/2025	10,023.63	200%	\$	20,047.26	
	INV4234	5/1/2025	10,023.63	200%	\$	20,047.26	
	INV4269	6/1/2025	10,023.63	200%	\$	20,047.26	
	Total period		\$ 68,996.05	200%	\$	137,992.10	

Guarantee  
Guarantee

tion of liability

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## **LONG TERM SERVICES AGREEMENT**

This POWIN LONG TERM SERVICES AGREEMENT ("Agreement") is dated as of April 1, 2024 (the "Effective Date") between Cameron Wind I, LLC, a Delaware limited liability company ("Owner"), and POWIN, LLC, a Delaware limited liability company ("Powin" and "Contractor"). Owner and Powin are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties." Capitalized terms used herein shall have the meanings given to such terms in Article I hereof.

### **ARTICLE 1** **DEFINITIONS**

#### **1.1 Definitions.**

As used in this Agreement, the following capitalized terms shall have the following meanings:

"Affiliate" means, with respect to any entity, another entity or a person which controls, is controlled by, or is under common control with the first entity. For purposes of this definition "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any entity, means the possession, directly or indirectly through one or more intermediaries, of any of the following with respect to another entity: (a) the legal or beneficial ownership of more than 50% of the economic interest in such entity, (b) the power to elect more than 50% of the directors, managers, or other voting members of the governing body of such entity, (c) more than 50% of the voting securities (or equivalent voting interests) in such entity, or (d) the power to direct or cause the direction of the management and policies of such entity (by contract or otherwise).

"Agreement" shall have the meaning set forth in the preamble.

"Applicable Law" shall mean (i) all laws, statutes, orders, ordinances, codes, rules, decrees, injunctions, licenses, Permits, approvals, agreements and regulations of any Governmental Authority having or asserting jurisdiction over the matter in question which are applicable to or which affect the operation and maintenance of the Facility, the Parties, this Agreement or Powin's provision of the Services, including the operation and maintenance of the Site and the Facility, (ii) any condition, specified standards or objective criteria contained in any applicable Permit, approval, decision, determination or ruling of any Governmental Authority, or (iii) any other legislative, administrative or judicial action, final decree, judgment or order of any Governmental Authority; in each of the foregoing cases as in effect from time to time.

"Apprenticeship Costs" has the meaning set forth in Section 4.8(d)(ii).

"Apprenticeship Future Guidance" means any guidance issued by the Secretary of the U.S. Department of the Treasury (including any guidance issued by the Internal Revenue Service) or the U.S. Department of Labor after the Effective Date interpreting the Apprenticeship Requirements.

"Apprenticeship Notice" has the meaning set forth in Section 4.8(d).

**"Apprenticeship Obligations"** means the obligations of Powin related to the Apprenticeship Requirements, as such obligations are set forth in Exhibit J.

**"Apprenticeship Requirements"** means the apprenticeship requirements as set forth in Sections 45(b)(8), 45Y(g)(10), 48(a)(11), and 48E(d)(4) of the IRC and the guidance promulgated thereunder (including Internal Revenue Service Notice 2022-61 and Proposed Regulations issued by the Department of the Treasury and the Internal Revenue Service under Agency/Docket Number REG-100908-23, with respect to the Facility required for the Facility to qualify for the increased tax credit described in Section 45(b)(6), 45Y(a)(2)(B), 48(a)(9), or 48E(a)(2)(A)(ii) of the IRC, in each case as applicable (the **"Increased Tax Credit"**).

**"Arbitration Notice"** shall have the meaning set forth in Section 17.3(b).

**"Availability Guarantee"** shall have the meaning set forth in Exhibit I

**"Availability Guarantee Period"** shall have the meaning set forth in Exhibit I.

**"Availability LDs"** shall have the meaning set forth in Exhibit I.

**"Availability Recovery Plan"** shall have the meaning set forth in Exhibit I.

**"BESA"** means that certain Battery Equipment Supply Agreement entered into by the parties as of May 13, 2022.

**"Business Day"** shall mean any day other than a Saturday, Sunday or any other day on which banking institutions in New York City or Portland, Oregon are not open for the transaction of normal banking business.

**"Calendar Year"** shall mean the period of time beginning on January 1 and ending December 31, except for the first year which shall begin on the Effective Date and end on December 31.

**"Change in Law"** shall mean a change in Applicable Law applicable to Services performed at the Site occurring after the Effective Date; *provided* that a Change in Law shall not include any Change in Law actually passed and enacted as Applicable Law but not yet in full force and effect as of the Effective Date.

**"Consumables"** shall mean those items that are installed, added to or otherwise used by, or on behalf of, Powin in the process of performing the Services.

**"Contract Year"** shall mean (i) the period of time beginning on the Effective Date and ending twelve (12) months later and (ii) each twelve (12) month period thereafter.

**"Cost-Plus"** shall mean the Direct Cost incurred by Powin plus 20%.

**"Covered Equipment"** means all of the equipment, materials, apparatus, structures, supplies and other goods supplied under the BESA and this Agreement, which will be serviced per the terms of this Agreement, including those items described in Exhibit A to the BESA and in Exhibit B Annex 1 to this Agreement.



**"Data"** means all data and information related to operation, scheduling, dispatch, testing, and maintenance of the Facility or its operations in a paper or electronic format.

**"Direct Costs"** shall mean Powin's actual and verifiable (and reasonably documented) third party direct costs including: material, Spare Parts, equipment, and third-party services, necessary to perform the Services.

**"Effective Date"** shall have the meaning set forth in the preamble.

**"Emergency"** shall mean an event occurring at the Site, or any adjoining property, that (a) poses actual or imminent risk of, (i) serious personal injury or (ii) material physical damage to the Facility, the Site or any property located on, or adjacent to, the Site and (b) requires, in the good faith determination of Powin or Owner or Owner Representative, immediate preventative or remedial action; provided that, without limiting the generality of the foregoing, any material breach of the safety requirements set forth in the Operations Manual shall be deemed to be an Emergency.

**"Environmental Laws"** means any and all Applicable Laws to the protection of the natural environment or occupational health and safety, including those pertaining to reporting, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Materials.

**"Extended Limited Commercial Warranty"** shall mean Powin's "Extended Warranty", as defined in Exhibit L.

**"Extended Warranty Period"** shall have the meaning set forth in Exhibit L.

**"Facility"** is as described in Exhibit A-1.

**"Force Majeure Event"** means the occurrence of any exceptional act or event, in each case, that: prevents the affected Party from performing its obligations under this Agreement, in full or part, but only if and to the extent (i) beyond the reasonable control (directly or indirectly) of the affected Party, (ii) not the result of the fault or negligence of, the affected Party, (iii) the affected Party has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect thereof on its ability to perform its obligations under this Agreement and which, by the exercise of due diligence, such Party could not reasonably have been expected to avoid and which effects thereof could not have been prevented, avoided or mitigated by such Party through exercise of due diligence.

Force Majeure Events shall include, without limitation: drought, flood, earthquake, volcanic eruption, hurricane, tornado, fire, lightning, extreme high winds, dust or sand storms of sufficient intensity to prevent safe performance of work, tsunamis, epidemic, war, blockade, revolution, insurrection, riot, strike or dispute (solely in the event such labor disturbance, strike or dispute is not specific to Contractor's or any subcontractor's workers or personnel or specific to the Site), vandalism, sabotage, and terrorism or threat of terrorism, embargoes, quarantine, acts of God, Change in Law (except as set forth below), any action or inaction of any Governmental Authority prohibiting performance not resulting from any action or inaction by such Party, and labor disputes that are national or regional in scope. Notwithstanding anything in the foregoing to the contrary, Force Majeure

Events shall not include any of the following (in each case, except to the extent such events or conditions themselves are caused solely by a Force Majeure Event):

- (a) mechanical or equipment failures;
- (b) any condition at the Site for which the affected Party is responsible under this Agreement;
- (c) increases in the cost of performance of a Party's obligations under this Agreement, other than increased costs incurred in responding to a Force Majeure Event;
- (d) delays in customs clearance;
- (e) any labor disturbance, strike or dispute that is specific to Powin's or any Subcontractor's workers or personnel or specific to the Site;
- (f) any delay in obtaining, inability or failure to obtain, suspension, non-renewal or cancellation of, any Permit;
- (g) any inability or failure to make payment for any reason;
- (h) the unavailability or shortages of labor;
- (i) late delivery or breakage of equipment or materials; and
- (j) any Change in Law relating to the imposition of, or increase of, any taxes, fees or duties imposed on equipment that is imported into the United States.

With respect to the effects of the COVID-19 pandemic, the Parties agree that Contractor has included all adverse effects of such conditions that are known as of the Effective Date in the applicable PO Price and Delivery Schedule. For clarity, Contractor shall be entitled to Force Majeure relief for adverse effects of COVID-19 that only become known after the Effective Date, subject to the foregoing requirements.

"Governmental Authority" means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature as well as any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them having or asserting jurisdiction over the performance of the Services, the Facility or its operations, the Site or otherwise over any Party.

"Hazardous Materials" means any chemical, substance or material regulated or governed by any Permit or Applicable Law, or any substance, emission or material now or hereafter deemed by any Governmental Authority to be a "regulated substance," "hazardous material," "hazardous waste," "hazardous constituent," "hazardous substance," "toxic substance," "radioactive substance" or "pesticide".

"Increased Tax Credit" has the meaning set forth in the definition of "Apprenticeship Requirements".

"Indemnified Party" shall mean any Powin Indemnified Party or Owner Indemnified Party, as applicable.

"Indemnifying Party" shall mean Powin or Owner, as applicable.

"Initial Spare Parts" means the list of parts attached as Exhibit G, which includes the appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment which Powin shall, at its own costs, as soon as possible as soon as practicable after the Effective Date procure and, pursuant to Exhibit B, deliver to the Site, that may be from time to time installed in or attached to any Covered Equipment or any other portion of the Facility.

"Initial Spare Parts Fees" means the total fees for the Initial Spare Parts paid by Customer pursuant to Exhibit C.

"Intellectual Property" means recognized protectable intellectual property of a party, such as patents, utility models, copyrights, corporate names, trade names, trademarks, trade dress, service marks, applications for any of the foregoing, software, firmware, trade secrets, mask works, industrial design rights, rights of priority, know how, design flows, methodologies and any and all other intangible protectable proprietary information that is legally recognized.

"Joint IP" has the meaning set forth in Section 16.1.

"License" has the meaning set forth in 16.3.

"Licensed Technology" means, collectively, the following and all Intellectual Property therein: (a) reports, Data, service bulletins and other documentation provided by Powin under this Agreement or the BESA, (b) updates and revisions to any reference documents and technical specification documents provided by Powin under this Agreement or the BESA, (c) Powin's Confidential Information and know-how provided or disclosed by Powin, or to which Owner has access, for Owner's use under this Agreement or the BESA, (d) software and firmware embedded in or used in connection with Covered Equipment, equipment, parts and other materials provided by Powin hereunder or under the BESA, (e) any other trade secrets, proprietary information and know-how incorporated in the Covered Equipment, parts or equipment provided by Powin or otherwise provided or disclosed by Powin for Owner's use under this Agreement or the BESA and (f) any improvements of or updates to any of the foregoing provided to Owner.

"Limited Commercial Warranty" shall mean Powin's "Warranty", as defined in the BESA.

"Losses" shall have the meaning set forth in Section 6.1.

"MVT" shall mean the medium voltage transformer in the PCS/MVT Set, as defined in the BESA.

"MVT Switchgear" shall mean the MV switchgear in the PCS/MVT Set, as defined in the BESA.

"Operating Year" shall mean each of (a) the period of time commencing on the System Commissioning Date and ending on the first August 31 thereafter, and (b) each subsequent one-year period from September 1 to August 31; provided that the final Operating Year shall end on the last day of the Term. Operating Years shall be referenced by their end year, for example the Operating Year ending August 31, 2024 shall be referenced as "Operating Year 2024".

"Owner" shall have the meaning set forth in the preamble, and its permitted successors and assigns, if any.

“Owner Indemnified Party” shall mean (i) Owner, (ii) any Affiliate of Owner, and (iii) any director, officer, shareholder, partner, member, manager, agent or employee of a Person described in clause (i) or (iii).

“Owner Modifications” has the meaning set forth in 16.1.

“Owner Representative” shall mean manager of the Facility designated by the Owner

“Owner Requirements” means the requirements of Owner, as set forth in Exhibit H.

“Party” shall have the meanings set forth in the preamble.

“Permit” shall mean any waiver, exemption, variance, franchise, certification, approval, permit, registration, extension, filing, notification, certificate, exemption, authorization, license, consent, or similar order of or from any Governmental Authority having or asserting jurisdiction over the matter in question.

“Person” means any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, governmental or political subdivision or agency thereof.

“Powin” shall have the meaning set forth in the preamble, and its successors and permitted assigns, if any.

“Powin Competitor” shall mean any company engaged in the manufacture, sale, distribution, assembly, or servicing of battery energy storage systems that competes with Powin.

“Powin Indemnified Party” shall mean (i) Powin, (ii) any Affiliate of Powin, and (iii) any director, officer, shareholder, partner, member, manager, agent or employee of a Person described in clause (i) or (ii).

“Powin Safety Policy” or Powin’s Environmental, Health, and Safety Manual as provided in Exhibit E and as updated from time to time.

“Powin Successor” shall have the meaning set forth in ARTICLE 14.

“Prevailing Wage Obligations” means the obligations of Powin related to the Prevailing Wage Requirements, as such obligations are set forth in Exhibit K.

“Prevailing Wage Requirements” means the prevailing wage requirements as set forth in Sections 45(b)(7), 45Y(g)(9), 48(a)(10), and 48E(d)(3) of the IRC and the guidance promulgated thereunder (including Internal Revenue Service Notice 2022-61 and Proposed Regulations issued by the Department of the Treasury and the Internal Revenue Service under Agency/Docket Number REG-100908-23), with respect to the Facility required for the Facility to qualify for the Increased Tax Credit.

“Preventative Maintenance” means periodic routine maintenance activities as scheduled in accordance with Section 4.4(a)(i).

“Project” means the Facility.

“Project Agreements” as identified in Exhibit A-2.

“Project Site Data” means all data relating to the Site that is gathered or prepared by or on behalf of Owner and provided to Powin.

“Prudent Industry Practice” shall mean the practices, methods and acts (including, but not limited to, the operating and safety practices generally followed by the electrical energy storage industry) engaged in or approved by a significant portion of the electrical energy storage industry in the United States that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Laws, regulations, codes, standards, equipment manufacturer’s written recommendations, reliability, safety, environmental protection, economy and expedition. “Prudent Industry Practice” does not necessarily mean the highest standard in industry practice, method, or standard of care, skill, safety and diligence in all cases, but is instead intended to encompass a range of acceptable practices, methods, and standards.

“PWA Requirements” means, collectively, the Prevailing Wage Requirements and the Apprenticeship Requirements.

“PW Amendment” has the meaning set forth in Section 4.8(c)(iv).

“PW Costs” has the meaning set forth in Section 4.8(c)(iii).

“PW Future Guidance” means any guidance issued by the Secretary of the U.S. Department of the Treasury (including any guidance issued by the Internal Revenue Service) or the U.S. Department of Labor after the Effective Date interpreting the Prevailing Wage Requirements.

“PW Notice” has the meaning set forth in Section 4.8(c).

“Release” means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into soil, surface water, ground water, land surface, subsurface strata, ambient air, wildlife, plants or other natural resources.

“Replenished Spare Parts” means spare parts provided by Powin during the Term to replenish any Spare Parts Powin uses from the inventory of the Initial Spare Parts.

“Rules” shall have the meaning set forth in Section 17.3(c).

“Service Provider” shall mean Powin or any third-party or Affiliates who perform certain services at the Site.

“Services” shall mean, collectively, the services described herein, including without limitation, those items set forth in Exhibit B.

“Service Fees” shall mean, collectively, the fees for the Services, Availability Guarantee and Extended Warranty, as set forth in Exhibit C.

“Services Warranty” shall have the meaning set forth in Section 7.1.

“Site” shall mean the site of the Facility as described on Exhibit A-1 hereto.

“Spare Parts” means, collectively, Initial Spare Parts and Replenished Spare Parts. For the avoidance of doubt, Consumables and Covered Equipment are not Spare Parts.

“Subcontractors” means any subcontractor, of any tier, or supplier of materials, equipment or services to Powin or any subcontractor, of any tier, of any Person engaged or employed by Powin or any Subcontractor in connection with the performance of the scope of this Agreement, including each agent, representative and employee of the foregoing.

“System Commissioning Date” shall mean the date when Powin has successfully completed its Commissioning activities in accordance with the Battery Energy Supply Agreement, as memorialized between the Parties in writing.

“System Measured Availability” shall have the meaning set forth in Exhibit I.

“Term” shall have the meaning set forth in Section 3.1.

## Exhibit List

Exhibit A – Owner Matters

Exhibit A-1 – Facility and Site

Exhibit A-2 – Project Agreements

Exhibit A-3 – RESERVED

Exhibit A-4 – Information Form

Exhibit B – Services

Exhibit C – Fees and Payment Terms

Exhibit D – List of Approved Subcontractors

Exhibit E – Environmental, Health, and Safety Manual

Exhibit F – Powin’s Spare Equipment Long Term Storage Procedure

Exhibit G – Initial Spare Parts to be supplied by Powin

Exhibit H – Owner Requirements

Exhibit I – Availability Guarantee

Exhibit J – Apprenticeship Requirements

Exhibit K – Prevailing Wage Requirements

Exhibit L – Extended LCW

Exhibit M - Cameron BESS - Alignment of Various Year Definitions

## ARTICLE 2 ENGAGEMENT OF POWIN

Powin shall act as an independent contractor of Owner with respect to the performance of its obligations hereunder. This Agreement is not intended to create, and shall not be construed to create, a relationship of partnership or an association of profit between Owner and Powin.

In consideration of the fees and cost reimbursements payable to Powin hereunder, Powin accepts the engagement and agrees to perform the Services in accordance with the terms and conditions hereof.

Powin may engage such Subcontractors (including Powin's Affiliates) as are listed on Exhibit D (as may be updated from time to time by Powin with Owner written consent not to be unreasonably withheld) for the purpose of performing or carrying out some, but not all, of the Services or its obligations under this Agreement.

## ARTICLE 3 TERM AND RENEWAL

### 3.1 Term.

The term of this Agreement shall commence on the Effective Date and shall continue for a period of ten (10) years after the Effective Date (the "Term"). The Agreement may also be terminated earlier pursuant to this Agreement.

## ARTICLE 4 DUTIES OF POWIN

### 4.1 General Operating Standards.

(a) Powin agrees to perform the Services in accordance with prudent industry practices, and will exercise reasonable judgment in light of the facts known at the time a decision was made, acting at all times in accordance with (i) Applicable Law, (ii) the equipment manufacturers' recommendations, (iii) all applicable reliability, safety and environmental protection standards, (iv) Prudent Industry Practice, and (vi) Owner Requirements (vii) ERCOT requirements for battery energy storage systems

(b) Powin acknowledges that the major policies and business decisions concerning the Facility shall be made by Owner. Powin shall obtain Owner's permission before engaging in activities with respect to the Facility that are not within the scope of this Agreement or required by Emergency. Unless otherwise expressly permitted in this Agreement, without the prior written consent of Owner, Powin, shall not (and shall not permit any subcontractors, agents or representatives to) (i) sell, lease, pledge, assign, mortgage, encumber, convey or make any license, exchange or other transfer or otherwise dispose of any property or assets of Owner; (ii) make, enter into, execute, amend, modify or supplement any contract, agreement, commitment, letter of intent, term sheet or other arrangement, whether or not purporting to be legally binding, on behalf of or in the name of Owner; (iii) make any expenditures for any equipment, materials, assets or other items,



or consent or agree to do any of the foregoing on behalf of or in the name of Owner, subject to Section 4.2 in the event of an Emergency, and subject to compliance with the applicable provisions hereof; (iv) settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of any claim, suit, debt, demand or judgment against or due by Owner, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same; (v) modify or alter the Project or any component thereof in a manner that materially and adversely alters the function, output or efficiency of the Project or any component thereof; or (vi) engage in any other transaction with third parties purportedly on behalf of or in the name of Owner.

#### 4.2 Emergencies.

(a) In the event of any Emergency, Powin shall take such action as may be reasonable and necessary to prevent, avoid or mitigate injury or death to Persons, damage or loss to the Facility or the Site, and Powin shall, as soon as practicable, report any such Emergency, including Powin's response thereto, to Owner.

(b) **Emergency Notification.** Upon obtaining knowledge thereof, Powin shall, as soon as reasonably practicable given the facts and circumstances, notify Owner and Owner Representative verbally (with written notice to follow within two Business Days) of any emergency or hazardous condition or occurrence of which Powin becomes aware that in any way affects the safe operation of the equipment or the Project, and the safety of personnel at the Site.

(c) In the event of any Emergency, Powin shall immediately comply with any instructions from Owner to suspend the performance of Services, vacate the Site or take such other action set forth in such instructions.

(d) Unless the Emergency arises from the acts or omissions of Powin or its subcontractors, Owner shall be responsible for the reasonable and demonstrable Direct Costs incurred by Powin to respond to such emergency.

#### 4.3 Specific Powin Services.

For the Term of this Agreement Powin shall provide the Services, which shall be invoiced per the terms set forth in Exhibit C.

#### 4.4 Operating Data and Records

(a) In consultation with Owner, Service Provider shall prepare regular reports in the form of those set forth in a format and scope reasonably agreed upon by the Parties, including but not limited to:

(i) **Preventative Maintenance Plans.** Service Provider shall provide an annual maintenance report estimating the next Calendar Year's maintenance activities and making recommendations, if appropriate, on preventive maintenance four (4) months prior to the start of the Calendar Year. Scheduled preventative maintenance plans shall include scope of work, risk assessment, job hazard analysis, and planned mitigation. No less than one month prior to work being performed,

Service Provider shall provide an updated Plan with any changes from the Annual Plan. Service Provider shall ensure that planned outages are in compliance with the requirements set forth in any applicable Project Agreements, and Service Provider shall provide Owner with no less than 90 days' advance written notice regarding, and coordinate with Owner with respect to, planned outages. Powin shall make reasonable efforts to coordinate and perform preventative maintenance that has least economic impact to the Owner. Powin shall obtain approval from Owner Representative 24 hours prior and shall ensure that each annual maintenance shall not exceed more than 15 months from its previous annual maintenance.

(ii) Visit Service Reports. For each visit to perform services, Service Provider or their service representatives shall prepare a written service report that describes (i) the Spare Parts used or replaced on the systems; (ii) the services performed by the Service Provider, or their service representatives, on the systems during such visit; and (iii) and provide all supporting Documentation used in compiling such service report, including, without limitation, all relevant Data. Within five business days after each visit, the Service Provider shall provide a copy of the service report for such visit. All Service Reports shall be provided in electronic format.

(iii) Quarterly Service Reports. From and after the Services Commencement Date, and within seven Business Days after the end of the calendar month after the end of any Operating Year's quarterly period, Service Provider shall furnish or cause to be furnished to Owner such report, in detail reasonably acceptable to Owner, that details all service and maintenance activities, outages, repairs (including non-warranty repairs), warranty breaches (if any), and other material events that were conducted or incurred (or otherwise transpired) during the prior period. Said report shall also include a detailing of the Spare Part inventory. Service Provider shall prepare and submit such reports in electronic format.

(iv) Operations Report. Within fifteen (15) Days after the end of each month, a written report/summary of daily logs of battery usage, system health, outages, or maintenance events and System Measured Availability (as defined in Exhibit I) for that applicable month. Powin shall make good faith efforts to support Owner in integrating data from the Facility into their Azure database.

4.5 Upon written Owner request and in no case more frequently than once per calendar quarter, Powin shall make good faith efforts to provide copies of such records, reports and data required to support an Insurance claim or other external-driven request requiring data beyond those delineated above with Job tickets and including the data collected from StackOS;

4.6 Cooperation. Powin acknowledges that Owner may retain one or more third-party or Affiliate service providers to perform certain services at the Site. In such case, Owner shall be responsible to ensure the timely and proper performance and avoidance of interference by such service providers. Powin shall provide prompt written notice if any such third-party or affiliate causes any interference and shall make reasonable efforts to coordinate the performance of services under this Agreement to avoid unreasonable interference with the activities of such service providers.

4.7 Environmental Matters. Powin acknowledges and agrees that it will not bring Hazardous Materials to the Project site. If Powin determines such Hazardous Materials are necessary for performance of the Services, Powin will notify Owner prior to bringing any such Hazardous Materials

to the Project site. To the extent Hazardous Materials brought to the Project site by Powin result in contamination or deterioration of water or soil at a level greater than permissible levels established by any Governmental Authority having jurisdiction over such contamination, then Powin shall advise Owner (and the applicable regulatory agency if required by applicable law) and, at Powin's sole cost and expense, promptly take any and all action necessary to clean up such contamination or deterioration as required by applicable law or as a condition to the issuance or continuing effectiveness of any permit which relates to the Project(s).

#### 4.8 Performance in Accordance with PWA Requirements.

(a) Powin understands that Owner is intending to qualify the Facility for the Increased Tax Credit on the basis of the compliance by the Facility with the PWA Requirements and Apprenticeship Requirements.

(b) Owner understands, that as of the Effective Date, the Service Fees expressly exclude and do not account for Powin performing the Services in accordance with PWA Requirements and Apprenticeship Requirements.

(c) After the Effective Date, Owner may provide notice to Powin confirming that Services must comply with the Prevailing Wage Requirements (the "PW Notice").

(i) If, in the PW Notice, Owner asserts that the Prevailing Wage Requirements will require performance by Powin of services or obligations other than the Prevailing Wage Obligations described in Exhibit K as of the Effective Date, the PW Notice will detail such additional services in the form of a revised version of Exhibit K.

(ii) No later than thirty (30) days after Powin's receipt of the PW Notice, Powin shall prepare and submit to Owner an estimate of the increase in Powin's costs to perform with the Prevailing Wage Obligations, together with supporting documentation of the basis therefor (the "PW Costs").

(iii) The Parties shall reasonably cooperate to agree to a Cost-Plus adjustment to the Service Fees to reflect the PW Costs.

(iv) Upon agreement as to the adjustment to the Service Fees, Owner and Powin shall execute an amendment to this Agreement adjusting the Service Fees for the PW Costs (the "PW Amendment"). Such amendment shall include, if applicable, any revised scope of Services described in Section 4.8(c)(i).

(v) If the Parties cannot agree on such adjustment to the Service Fees, Owner may direct Powin to implement the Prevailing Wage Obligations during the pendency of any such dispute. Any disputes with respect thereto shall be resolved in accordance with Section 17.3; provided that regardless of the pendency of any such dispute, Owner shall reimburse Powin on a time and materials Cost-Plus basis for the costs incurred by Powin in excess of the costs that Powin would have incurred if Powin was not required to perform the Prevailing Wage Obligations.

(vi) If PW Future Guidance has not been released as of the date of the PW Amendment, Powin shall comply with the Prevailing Wage Requirements and perform the Prevailing Wage Obligations as in effect as of the date of the PW Amendment. If PW Future Guidance is subsequently issued, the Parties shall negotiate in good faith an adjustment to the Service Fees pursuant to this Section 4.8 as promptly as practicable after issuance of such PW Future Guidance.

(d) if Owner determines, in its sole discretion, that it desires or requires Powin to comply with the Apprenticeship Requirements, Owner shall notify Powin of such requirement (the "Apprenticeship Notice").

(i) If, in the Apprenticeship Notice, Owner asserts that the Apprenticeship Requirements will require performance by Powin of services or obligations other than the Apprenticeship Obligations described in Exhibit J as of the Effective Date, the Apprenticeship Notice will detail such additional services in the form of a revised version of Exhibit J.

(ii) No later than thirty (30) days after Powin's receipt of the Apprenticeship Notice, Powin shall prepare and submit to Owner an estimate of the increase in Powin's costs to perform with the Apprenticeship Obligations, together with supporting documentation of the basis therefor (the "Apprenticeship Costs").

(iii) The Parties shall reasonably cooperate to agree to a Cost-Plus adjustment to the Service Fees to reflect the Apprenticeship Costs.

(iv) Upon agreement as to the adjustment to the Service Fees, Owner and Powin shall execute an amendment to this Agreement adjusting the Service Fees for the Apprenticeship Costs (the "Apprenticeship Amendment"). Such amendment shall include, if applicable, any revised scope of Services described in Section 4.8(d)(i).

(v) If the Parties cannot agree on such adjustment to the Service Fees, Owner may direct Powin to implement the Apprenticeship Obligations during the pendency of any such dispute. Any disputes with respect thereto shall be resolved in accordance with Section 17.3; provided that regardless of the pendency of any such dispute, Owner shall reimburse Powin on a time and materials Cost-Plus basis for the costs incurred by Powin in excess of the costs that Powin would have incurred if Powin was not required to perform the Apprenticeship Obligations.

(vi) If Apprenticeship Future Guidance has not been released as of the date of the Apprenticeship Amendment, Powin shall comply with the Apprenticeship Requirements and perform the Apprenticeship Obligations as in effect as of the date of the Apprenticeship Amendment. If Apprenticeship Future Guidance is subsequently issued, the Parties shall negotiate in good faith an adjustment to the Service Fees pursuant to this Section 4.8 as promptly as practicable after issuance of such Apprenticeship Future Guidance.

ARTICLE 5  
DUTIES OF OWNER; OWNER'S RIGHTS

5.1 Necessary Documents.

If and to the extent not already in the possession of Powin, for example from its installation of the Facility, Owner shall provide Powin with access to all relevant Facility documents in its possession and copies of all Project Agreements (including amendments, supplements, and exhibits) necessary for Powin to perform the Service, including but not limited to, operational, maintenance, installation, and/or repair manuals.

5.2 Owner Response Time.

In all circumstances where Powin requests the approval, consent or cooperation of Owner to any action (or inaction) hereunder, Owner shall consider and respond to such request as promptly as reasonable under the circumstances, within any applicable time limits set forth herein, and, if appropriate, within the response time reasonably requested by Powin. If Powin is directly and unavoidably prevented from performing its obligations under this Agreement by Owner's failure to respond as required by this Section 5.2, Powin's obligations hereunder shall be postponed to the extent performance has been so prevented by such delay.

5.3 Spare Parts.

(a) Storage. Owner will maintain, at a location on the Site, all Spare Parts delivered by Powin, in a manner protecting them against deterioration and damage in accordance with *Powin's Spare Equipment Long-Term Procedure* enumerated in Exhibit F and Standards of Practice.

ARTICLE 6  
INDEMNIFICATION

6.1 Indemnification by Powin.

To the fullest extent permitted by Applicable Law, Powin shall defend, indemnify and hold harmless each Owner Indemnified Party from and against all loss, costs, expenses, claims, damages, expense, claims, damages, demands, liabilities, suits, actions, recoveries, and judgments of every nature and description (including court costs and reasonable attorneys' fees) (collectively, the "Losses") arising from claims under this Agreement or third party claims, including claims (i) arising from Powin's breach of the Agreement, (ii) arising from Powin's or Subcontractor's breach of any Applicable Law, (iii) arising from Powin's or any Subcontractor's negligence, bad faith or willful misconduct, (iv) in respect of any taxes imposed on or attributable to the income or property of Powin but not including sales, use, value added, gross receipts or other transfer taxes attributable to performance of this Agreement by Powin, (v) resulting from demands or liens by suppliers or Subcontractors for nonpayment of amounts due as a result of furnishing work or materials to Powin (unless such nonpayment is due to Owner's failure to make payments to Powin or as specified in this Agreement), (vi) relating to injury to or death of any person, including employees of Powin or Subcontractor, (vii) resulting from loss of or damage to property, (viii) relating to any liability that arises as a result of the Release of Hazardous Materials or other environmental conditions due to the action

or omission of Powin, its representatives or other persons working on its behalf, and their respective Affiliates (other than Owner or Affiliates of Owner or third parties hired by Owner), or (ix) on property of any kind owned by Owner from Powin's creditors; provided, that Powin shall not be required to defend, indemnify or hold harmless any Owner Indemnified Party from and against, and no Owner Indemnified Party shall be exculpated from, any Losses if and to the extent caused by any Owner Indemnified Party or arising from the breach of this Agreement by Owner or the negligence, gross negligence, bad faith or willful misconduct of Owner or any Owner Indemnified Party or otherwise not attributable to Powin.

#### 6.2 Indemnification by Owner.

To the fullest extent permitted by Applicable Law, Owner shall defend, indemnify and hold harmless each Powin Indemnified Party from and against all Losses arising from claims under this Agreement and third party claims, including claims (i) arising from Owner's breach of the Agreement, (ii) arising from the breach by Owner, or any Person engaged or employed by Owner in connection with the performance of Owner's obligations under this Agreement, of any Applicable Law, (iii) arising from Owner's, negligence, bad faith or willful misconduct or the gross negligence, bad faith or willful misconduct of any party over whom Owner has control, (iv) in respect of any taxes imposed on or attributable to the income or property of Owner, (v) relating to injury to or death of any person, including employees of Owner, (vi) resulting from loss of or damage to property, (vii) any liability that arises as a result of the presence or Release of Hazardous Materials or other environmental conditions, except any liability that arises as a result of the presence or Release of Hazardous Materials or other environmental conditions due to the action or omission of Powin, its representatives or other Persons, including Subcontractors, working on its behalf, or (viii) on property of any kind owned by Powin from Owner's creditors; provided, that Owner shall not be required to defend, indemnify or hold harmless any Powin Indemnified Party from and against, and no Powin Indemnified Party shall be exculpated from, any Losses if and to the extent caused by an Powin Indemnified Party or arising from the breach of this Agreement by Powin Indemnified Party or the negligence, gross negligence, bad faith, or willful misconduct of Powin or any Powin Indemnified Party or otherwise not attributable to Owner.

#### 6.3 Infringement Indemnification.

##### (a) Infringement Indemnity.

(i) Indemnity. If an action is brought against Owner claiming that its use of Licensed Technology or the Services, Covered Equipment, equipment or parts or other materials provided by Powin hereunder or under the BESA infringes any third-party Intellectual Property, Powin or its Affiliates have the right and obligation to defend Owner at Powin's expense and Powin has sole control over the defense of the claim and any negotiation for its settlement. Powin shall pay damages decided in a final court or arbitration decision against Owner in the action specifically on account of such infringement or agreed by Powin in a settlement.

(ii) Corrective Action. If Owner's use of the Licensed Technology or the Services, Covered Equipment, equipment or parts or other materials provided by Powin hereunder or under the BESA is enjoined or if Powin's performance of its obligations in this Agreement or BESA is impaired by reason of such third party claim, Powin shall use commercially reasonable efforts, at its expense, to continue its performance hereunder,

including without limitation, at its own election: (1) to substitute an allegedly infringing item or process with a non-infringing item or process of at least the same functionality, or (2) to modify the allegedly infringing item or process so that it no longer infringes but remains at least functionally equivalent, or (3) to obtain for Owner the right to continue using such allegedly infringing item or process. If Powin reasonably believes that an injunction may be granted against use of the Licensed Technology or the Services, Covered Equipment, equipment or parts or other materials provided by Powin under this Agreement or the BESA, Powin may at its option and expense take any of the foregoing actions.

(iii) Exclusions. This Section 6.3 does not apply to, and Powin assumes no liability with respect to, claims for infringement of Intellectual Property or improper use of other proprietary rights to the extent that such claims arise, in whole or in part, from (1) Owner's material modification of the Licensed Technology or the Covered Equipment provided under this Agreement or the BESA made without Powin's written consent or contrary to Powin's written instructions or (2) the combination of the item with other products, materials, equipment, parts or apparatus not approved by Powin acting reasonably. This exclusion shall not prevent Powin from claiming damages from Owner for losses suffered as a consequence of the actions mentioned in this Section 6.3(a)(iii).

(b) Notifications. Owner shall promptly notify Powin in writing following receipt of notice of any claims alleging infringement of Intellectual Property occurring in connection with Powin's performance of its obligations pursuant to the Agreement or BESA, and shall provide Powin with all information in its possession relevant to such claim.

## ARTICLE 7

### WARRANTY AND AVAILABILITY GUARANTEE

#### 7.1 Services Warranty.

Powin warrants to Owner that all of the Services shall be performed in accordance with this Agreement and shall be free from defects in design, material and workmanship ("Services Warranty"). The foregoing Services Warranty, and the remedy set forth below, applies to any defect that appears within 365 days from the date the work giving rise to the claim was completed or, if applicable, re-performed in connection with prior Services Warranty work. Each Party shall notify the other Party promptly after such Party becomes aware of a defect. Powin shall have no liability to Owner under this Agreement (whether based on Services Warranty or otherwise) for any damage or defect that (i) appears later than 365 days from the date of the work giving rise to the claim was completed, (ii) appears later than 365 days after the end of the Term of this Agreement, (iii) occurs solely as a result of any act or omission of Owner or any parties acting under a separate agreement with Owner, or (iv) occurs as the result of a Force Majeure Event.

#### 7.2 Exclusive Warranty.

The Services Warranty and the Availability Guarantee contained in this ARTICLE 7 are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory, but does not affect any separate express warranty provided by any Subcontractor. NO IMPLIED WARRANTY OF

MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE SHALL APPLY. Powin does not warrant under this Agreement any product, material or services of others which Owner has furnished. Powin has no obligation to perform under the Services Warranty where Owner fails to act in accordance with Prudent Industry Practice or Applicable Law or to comply with the terms of this Agreement, and Owner's action or inaction contributes to the claimed breach of Services Warranty.

7.3 Exclusive Remedy.

Subject to ARTICLE 9 and, in the case of the Availability Guarantee, Exhibit I, the exclusive remedy for any claim based on the failure of, or defect in performance of the Services shall be the re-performance of the defective portion of the Services.

7.4 Availability Guarantee.

Powin shall provide Powin's Availability Guarantee as set forth in Exhibit I. As described in Exhibit I, any downtime related to a failure that needs spare parts from the Initial Spare Parts that have not been delivered to site will, during the first three (3) months, after the Effective Date be an Excused Period.

7.5 Extended Limited Commercial Warranty.

Powin shall provide an Extended Limited Commercial Warranty as set forth in Exhibit L.

ARTICLE 8  
DEFAULT AND TERMINATION

8.1 Termination by Owner.

(a) The following circumstances shall constitute a default by Powin (each, a "Powin Event of Default"):

(i) If any representation or warranty made by Powin was materially false or misleading when made, and Powin fails to remedy such materially false or misleading representation or warranty and fails to make Owner whole for any consequences thereof within thirty (30) days after receipt of written notice of the particulars from Owner;

(ii) If Powin becomes bankrupt or insolvent, goes into liquidation, files a petition seeking reorganization or similar relief, has a receiving or administration order made against it, makes an assignment for the benefit of its creditors, or if any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Powin and is not stayed, enjoined or discharged within ninety (90) days;

(iii) If Powin fails to pay or cause to be paid any amount that is due and payable to Owner pursuant to this Agreement with respect to which there does not exist a bona fide dispute and fails to cure such default within fifteen (15) days following receipt of written notice from Owner;



(iv) Except as otherwise expressly set forth in this Section 8.1(a), if Powin fails to cure a material default in the performance of its obligations under this Agreement within twenty-five (25) days after receipt of written notice from Owner.

(b) Upon a Powin Event of Default, Owner may, upon giving notice to Powin, terminate this Agreement without prejudice to any other right or remedy Owner may have under this Agreement or at law or in equity with respect to Powin's obligations hereunder (including the remedy of contract damages or to seek equitable relief), and no such remedy of Owner shall be exclusive of any other remedy.

## 8.2 Termination by Powin.

(a) The following circumstances shall constitute a default by Owner (each, a "Owner Event of Default"):

(i) If Owner fails to pay or cause to be paid any amount that is due and payable to Powin pursuant to this Agreement with respect to which there does not exist a bona fide dispute and fails to cure such default within thirty (30) days following receipt of written notice from Powin;

(ii) If any representation or warranty made by Owner was materially false or misleading when made, and Owner fails to remedy such materially false or misleading representation or warranty and fails to make Powin whole for any consequences thereof within thirty (30) days after receipt of written notice of the particulars from Powin;

(iii) If Owner becomes bankrupt or insolvent, goes into liquidation, files a petition seeking reorganization or similar relief, has a receiving or administration order made against it, makes an assignment for the benefit of its creditors, or if any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Owner and is not stayed, enjoined or discharged within ninety (90) days; or

(iv) If Owner fails to cure a material default in the performance of its obligations under this Agreement within thirty (30) days after receipt of written notice from Powin.

(b) Upon an Owner Event of Default, Powin may, upon giving notice to Owner, terminate this Agreement without prejudice to any other right or remedy Powin may have under this Agreement or at law or in equity with respect to Owner's obligations hereunder (including the remedy of contract damages or to seek equitable relief), and no such remedy of Powin shall be exclusive of any other remedy.

### 8.3 Termination for Convenience

Owner may terminate this Agreement for convenience upon ninety (90) days prior written notice to Powin if:

- (i) Pursuant to Exhibit I, Powin is required to provide an Availability Recovery Plan in two (2) consecutive Operating Years or in three (3) non-consecutive Operating Years out of five (5) consecutive Operating Years, or
- (ii) Pursuant to ARTICLE 14, Powin assigns this Agreement to a Powin Successor.

### 8.4 Termination Payment

If this Agreement is terminated for convenience by Owner in accordance with Section 8.3, Owner shall be liable to pay to Powin all reasonable and documented costs paid by Powin to demobilize from the Site, which shall be Powin's sole and exclusive remedy and Owner's sole and exclusive liability and measure of damages with respect to such termination.

## ARTICLE 9 LIMITATIONS OF LIABILITY

### 9.1 Total Limitation of Liability.

In no event shall either Party's total liability under this Agreement, for any Operating Year during the Term, on all claims of any kind, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this Agreement (including in respect of the Services Warranty, the Availability Guarantee, and the PWA Requirements) or from the performance or breach thereof, or from any services covered by or furnished during the Term, exceed the % of the Service Fees (including any PW Costs and Apprenticeship Costs included in Service Fees pursuant to a PW Amendment or Apprenticeship Amendment) paid during such Operating Year shown as follows and in Exhibit M - Cameron BESS - Alignment of Various Year Definitions:

Operating Year 2024 - 2028 : 200%

Thereafter for each Operating Year: 100%

The above limitation and exclusion of liability does not apply to (i) either Party's indemnification obligations under Article 6; (ii) claims arising out either Party's gross negligence or willful misconduct; (iii) Powin's warranty obligations under this Agreement; (iv) Owner's obligations under Section 8.4 and Article 16.

### 9.2 Waiver of Consequential Damages.

NO PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT (INCLUDING BY A THIRD PARTY), LOSS OF BUSINESS OPPORTUNITY, COST OF CAPITAL, TAX CREDITS, OR BUSINESS INTERRUPTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW

OR OTHERWISE AND WHETHER OR NOT ARISING FROM THE OTHER PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT. THE PARTIES AGREE THAT AVAILABILITY LDS ARE EXCLUDED FROM THE ABOVE RELEASE.

#### ARTICLE 10 FORCE MAJEURE

Each Party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, except the obligation to pay money in a timely manner for services actually performed or other liabilities actually incurred, if and to the extent that its failure of, or delay in, performance is due to a Force Majeure Event; provided, that:

(i) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(ii) no obligations of the Party that arose before the occurrence causing the suspension of performance shall be excused as a result of the occurrence;

(iii) the Party uses its commercially reasonable efforts to overcome or mitigate the effects of such Force Majeure Event; provided, that, such Party shall be entitled to an adjustment to the times for performance of its obligations hereunder (other than the obligation to make payments required hereunder) and, in the case of Powin, reimbursement of reasonable Direct Costs incurred in relation to such Force Majeure Event on a time and material basis (but only to the extent such Direct Costs are in excess of the Direct Costs Powin would have incurred in the ordinary performance of its obligations hereunder and to the extent that the Direct Costs are approved in advance by Owner, such approval not to be unreasonably withheld or delayed), all of which shall be documented in a written change order to be executed by Owner and Powin; and

(iv) when the Party is able to resume performance of its obligations under this Agreement, such Party shall give the other Party written notice to that effect and shall promptly resume performance hereunder.

#### ARTICLE 11 INSURANCE

##### 11.1 Owner Insurance

During the Term, Owner shall obtain and maintain, at its own cost and with insurers of recognized responsibility authorized to do business where the Site is located and assigned an A.M. Best rating of no less than A-/VII, All Risk Property Damage Insurance, in an amount sufficient to cover one hundred percent (100%) of the replacement cost of the Facility. Coverage shall be written on an "All Risk" basis including Flood and Earthquake coverage. Each policy shall contain a notice of cancellation provision of no less than sixty days, shall include Powin and all Subcontractors as additional insureds and shall include a waiver of subrogation.

Within 30 days of the Effective Date and upon renewal thereafter, Owner shall deliver to Powin

certificates of insurance evidencing the insurance required above.

#### 11.2 Powin Insurance

Within 30 days after the Services Commencement Date and upon renewal thereafter, Powin shall deliver to Owner certificates of insurance evidencing the insurance required below:

Commercial General Liability Insurance, with a limit of not less than \$10,000,000 per occurrence general aggregate (which can be accomplished through both General Liability and Umbrella Liability insurance), and a deductible or self-insured retention not to exceed \$50,000 per occurrence, covering liability for bodily injury and property damage, arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability, sudden and accidental pollution, and products/completed operations. Such insurance shall include coverage for claims against Owner Indemnified Parties for injuries to Powin personnel;

(a) The insurance referenced above shall be endorsed to be primary and non-contributory to any other insurance Owner may procure for the Facility; and

(b) Powin and Powin's insurer shall agree to waive all rights of subrogation against Owner for any occurrence arising out of work performed under this Agreement.

### ARTICLE 12 ACCESS TO THE FACILITY

Owner shall provide Powin and its Subcontractors with full unconditional access to the Facility and the relevant portion of the Site at all times and with a 24 hour prior notice for the purpose of performing the Services or any activity related to the Services.

Owner and its agents, employees and invitees shall have full and free access to the Facility and Site for any reason, including to perform any investigations, studies, operations and maintenance work or any other activities deemed appropriate by Owner in its sole discretion, provided however that such access during the performance of Services shall be strictly at Powin's discretion and subject to Powin Safety Policy.

### ARTICLE 13 NOTICES

All notices and communications required or permitted to be given hereunder shall be sufficient in all respects (a) if given in writing and delivered personally, (b) if sent by overnight courier, (c) if mailed by U.S. Express Mail or by certified or registered U.S. Mail with all postage fully prepaid, or (d) sent by electronic mail transmission (provided any such electronic mail transmission is confirmed either orally or by written confirmation, including via a reply electronic mail transmission) and, in each case, shall be sent to the address for such recipient set forth below or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. All notices shall be effective upon receipt.

Notices to Owner shall be sent to:

Cameron Wind 1, LLC  
420 Alan Wood Road  
Conshohocken, PA 1942  
Attn: Philip Japes; Accounting and Reporting  
Specialist  
Email: philip.japes@ingka.ikea.com

With a copy to:

Ingka Investments, Ingka Group  
Attn: Willem Malda; Operations Manager,  
Renewable Energy Investments  
Email: willem.malda@ingka.com

Ingka Investments, Ingka Group  
Attn: John Harris; Sales Manager, Renewable  
Energy Investments  
Email: john.harris@ingka.com

If delivered to Powin:

Powin, LLC  
20550 SW 115<sup>th</sup> Avenue  
Tualatin, OR 97062  
Attn: Legal Department  
Phone: 503-598-6659  
Email: Notice@powin.com

#### ARTICLE 14 ASSIGNMENT

Subject to this Section, neither Party shall assign or in any other manner transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. No such purported assignment or transfer without such consent, whether voluntary or involuntary, by operation of Applicable Law, under legal process or proceedings, by receivership, in bankruptcy or otherwise, shall be valid or effective.

Notwithstanding the above, Powin may with written notice to Owner assign this Agreement to a purchaser of all or substantially all of Powin's assets, or Powin's successor in interest as part of a corporate reorganization, consolidation, take-over, merger or other business combination, so long as such purchase or successor has creditworthiness equal to or better than Powin as of the Effective Date (the "Powin Successor").

For the avoidance of doubt, Powin shall not be required to consent to an assignment by Owner of this Agreement to a Powin Competitor.

## ARTICLE 15 CONFIDENTIALITY

### 15.1 Confidential Information and Permitted Disclosures.

Each Party shall hold in confidence (a) any information provided or supplied by the other Party that is marked or not marked as confidential, including such information as may have been provided or supplied prior to the Effective Date, (b) the commercial terms of any material agreements, business models, leases or other documents related to the Services, and (c) the contents of this Agreement (collectively, "Confidential Information"). Both Parties shall inform their Affiliates, subcontractors, suppliers and personnel of their obligations under this Section 15.1, and shall require such entities and persons to adhere to the provisions hereof. Except as may be required by Applicable Law or any applicable stock exchange rules, neither Party shall issue or make any public statements, including press releases or social media posts of any kind, concerning this Agreement or the Facility without the prior written approval of the other Party.

### 15.2 Exclusions.

Notwithstanding the foregoing, the following categories of information will not constitute Confidential Information: (a) information that was in the public domain prior to receipt thereof by such Party or which subsequently becomes part of the public domain by publication or otherwise except by a wrongful act of such Party or its Affiliates, subcontractors, employees, directors, officers, agents, advisers or representatives; (b) information that such Party can show was lawfully in its possession prior to receipt thereof from the other Party through no breach of any confidentiality obligation; (c) information received by such Party from a third party having no obligation of confidentiality with respect thereto; and (d) information at any time developed independently by such Party providing it is not developed from otherwise Confidential Information.

### 15.3 Permitted Disclosures.

Notwithstanding anything herein to the contrary, a Party may disclose Confidential Information as follows: (a) Confidential Information may be disclosed pursuant to and in conformity with Applicable Law or in connection with any legal proceedings, provided that the Party required to disclose such information shall give prior notice to the other Party of such required disclosure and, if so requested by the other Party, shall use all reasonable efforts to oppose the requested disclosure as appropriate under the circumstances or to seek, through a protective order or other appropriate mechanism, to maintain the confidentiality of the Confidential Information; (b) Confidential Information may be disclosed as required to be disclosed under securities laws applicable to publicly traded companies and their subsidiaries; (c) Confidential Information may be disclosed to Affiliates, subcontractors, employees, directors, officers, agents, advisers or representatives of such Party as necessary in connection with the Facility; provided that such Persons are informed of the confidential nature of the Confidential Information, and such Party shall be liable to the other for any disclosure by such person in violation of the terms of this Section 15.3; and either Party may disclose a copy of this Agreement to any actual or potential financing parties and/or insurers. Contractor may also disclose Confidential

Information to any potential permitted assignee, auditors, or other investors or purchasers, actual or prospective, in the Contractor or its Affiliates; provided, however, that such disclosures shall be subject to the agreement of such persons to keep such information confidential on terms substantially the same as those set forth in this ARTICLE 15.

#### 15.4 Ownership of Confidential Information.

All right and title to, and interest in, a Party's Confidential Information shall remain with such Party. All Confidential Information obtained, developed or created by or for a Party exclusively for a Project, including copies thereof, is the exclusive property of the Party whether delivered to the Party or not. No right or license is granted to the other Parties or any third party respecting the use of Confidential Information by virtue of this Agreement, except to the extent required for the Parties' performance of their obligations hereunder. Parties shall deliver the other Party's Confidential Information, including all copies thereof, to the other Party upon request. Confidentiality obligations of this ARTICLE 15 shall survive for a period of three years after the expiration or termination of this Agreement.

#### 15.5 Rights and Remedies.

Each Party acknowledges that in the event of any actual or threatened violation by a receiving Party of any of the provisions of this ARTICLE 15, the disclosing Party may suffer irreparable harm and its remedies at law may be inadequate. Accordingly, in the event of any violation or attempted violation of any such provisions by either Party, the disclosing Party shall be entitled to seek a petition for a temporary restraining order, preliminary and permanent injunctions, specific performance, and other equitable relief. The rights and remedies of each Party under this Agreement shall be cumulative and in addition to any other rights or remedies available to such Party, whether under any other agreement, at law, or in equity.

### ARTICLE 16 INTELLECTUAL PROPERTY

#### 16.1 Ownership

(a) Powin. Powin or its Affiliates shall own any (i) Intellectual Property developed or acquired by Powin or its Affiliates and (ii) modifications, improvements or derivative works, conceived, created, developed or reduced to practice by or for Owner, or provided by Owner as suggestions, ideas, enhancement requests and other feedback, in each case relating to any Intellectual Property described in subsection (i) above (collectively, "Owner Modifications"), and (iii) Intellectual Property developed jointly by the Parties unless separate agreement is made before development ("Joint IP").

(b) Owner. Owner or its Affiliates shall own (i) any Intellectual Property developed or acquired by Owner or its Affiliates except as set out in Section 16.1(a)(ii) and (iii) and (ii) the Project Site Data and all data generated by the energy management system, SCADA system, surveillance system and/or condition monitoring system, as applicable, and all data generated by, uploaded to, or stored by any software or systems for the Project. Owner hereby grants to Powin and its Affiliates a non-exclusive, worldwide, royalty-free license to use and sublicense to others to use any Intellectual Property owned by Owner, as described in this Section 16.1(b), used or incorporated in the Licensed

Technology or any parts or services provided under this Agreement or the BESA, for the sole purpose of Powin's or its Affiliates' obligations under this Agreement. Owner hereby grants to Powin and its Affiliates a non-exclusive, worldwide, royalty-free, non-transferable (except as permitted in this Agreement) license to use and sublicense the data described in Section 16.1(b)(ii) above, for the purpose of performing and exercising rights and obligations under this Agreement and for product development and improvement, performance metrics and upgrading purposes, including using said data aggregated and anonymized in statistical material for marketing purposes. If Applicable Law mandates that Owner own any Owner Modifications or its contributions to Joint IP, notwithstanding this Agreement, Owner hereby grants to Powin and its Affiliates a non-exclusive, perpetual, worldwide, royalty-free license to use and sublicense others to use these modifications and contributions.

#### 16.2 Improvements

(a) By Powin. Powin may make improvements and/or modifications to the Licensed Technology or the parts provided under this Agreement or the BESA, provided such changes do not materially or adversely affect the performance of the Licensed Technology or Services, Covered Equipment, or other parts or equipment provided by Powin under this Agreement or the BESA.

(b) By Owner. Owner shall promptly disclose to Powin in writing any modification or improvement of the Licensed Technology or Covered Equipment made by or for Owner.

#### 16.3 Grant of License

Effective as of the Effective Date, Powin hereby grants to Owner a non-exclusive, perpetual, worldwide, royalty-free, and non-transferable (except as permitted in this Agreement) limited license (the "License"), to use the Intellectual Property in and to the Licensed Technology in relation to the Project and in connection with the ownership, operation, maintenance and repair of the Covered Equipment and other equipment for the Project, or parts thereof. Further, subject to Section 16.2(b), Powin hereby grants to Owner a non-exclusive, perpetual, worldwide, royalty-free license to use, copy, and adapt Owner Modifications.

#### 16.4 Copies

Owner may not print, copy or reproduce any documents or materials supplied by Powin without prior written permission from Powin. Powin may retain a copy of all records related to the Project to comply with Powin's auditors' and/or regulators' expectation of best practices.

#### 16.5 Proprietary Notices

Owner shall not remove or alter, or permit to be removed or altered, any proprietary notices that appear on or with the Licensed Technology or the equipment or parts provided under this Agreement or the BESA.



#### 16.6 No Reverse Engineering

Owner may not and may not allow or cause any other Person to reverse engineer the equipment or parts provided by Powin under this Agreement or the BESA.

#### 16.7 Enforcement

Owner shall notify Powin promptly in writing of any suspected infringement by a third party of Powin's Intellectual Property which comes to Owner's attention. Powin shall have the exclusive right to enforce and defend its Intellectual Property in Powin's sole discretion in any enforcement action or proceeding. Owner shall cooperate with such efforts on Powin's reasonable request, at Powin's sole cost and expense.

#### 16.8 Duration and Transfer

The Licensed Technology is inseparable from the parts of the Project and other materials contained therein. As a result, the License shall continue for so long as Owner, or any permitted successor or assignee under this Agreement, retains ownership of the Covered Equipment, or such equipment, parts, or materials and has not permanently de-commissioned the Project.

### ARTICLE 17 MISCELLANEOUS

#### 17.1 Governing Law

This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby, including but not limited to the validity, interpretation, construction, breach, enforcement or termination hereof and thereof, shall be governed by, and construed in accordance with, the law of the State of New York without regard to conflicts of law principles (other than Section 5-1401 of the New York General Obligations Law).

#### 17.2 Waiver of Jury Trial.

Each of the Parties hereto hereby waives, to the fullest extent permitted by law, any right to trial by jury of any claim, demand, action, or cause of action (i) arising under this Agreement or (ii) in any way connected with or related or incidental to the dealings of the Parties hereto in respect of this Agreement, in each case whether now existing or hereafter arising, and whether in contract, tort, equity, or otherwise.

#### 17.3 Disputes.

(a) Any dispute between the Parties involving this Agreement shall be referred for resolution to members of each Party's senior management on an informal basis as promptly as practicable following notice of the dispute from one Party to the other Party (which notice will include a detailed description of the underlying circumstances of such dispute), and such senior management shall meet, negotiate and attempt in good faith to resolve such dispute. If the Parties are unable to

resolve the dispute by mutual agreement within 10 days following delivery of the dispute notice (or such other period as the Parties may mutually agree), then the Parties agree to engage in a mediation process with a mutually acceptable mediator. In the event that the Parties cannot reach an agreed settlement in the mediation process, then either Party, without further delay, shall have the right to submit the dispute to arbitration in accordance with the following procedures:

(b) the Party desiring arbitration shall serve on the other Party, in accordance with the Rules, its notice of intent to arbitrate ("Arbitration Notice"). The Arbitration Notice shall be made within a reasonable time after the dispute has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations;

(c) the proceedings shall (A) take place in New York State; (B) be conducted in accordance with the rules then in effect of the American Arbitration Association (except to the extent modified by this Section 17.3) (the "Rules"); and (C) be conducted by an individual experienced in and knowledgeable of the development and/or operation of energy storage facilities as mutually agreed or appointed by a strike list process and in accordance with the Rules;

(d) the arbitrator shall determine all questions of fact and law relating to any dispute hereunder, including whether or not any dispute is subject to the arbitration provisions contained herein. The arbitrator may not award non-monetary, injunctive or other equitable relief of any sort; provided, however, such relief shall be available to the Parties where appropriate from a court of competent jurisdiction. Any decision or award of the arbitrator shall be bound by all provisions of this Agreement and the arbitrator shall have no authority or power to (i) enter an award which is in conflict with any of the provisions of this Agreement or award damages inconsistent with the terms of this Agreement, (ii) award punitive damages or any other damages not measured by the prevailing Party's actual damages, or (iii) award damages in excess of the limitations set forth in ARTICLE 9. Subject to the foregoing, in no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrators have power to make an award or impose a remedy that could not be made or imposed by a court sitting in the jurisdiction and venue agreed to by the Parties in Section 17.3(c) and deciding the matter in accordance with the law agreed to by the Parties in Section 17.1 as the governing law. All aspects of the arbitration shall be treated as confidential. Neither the Parties nor any arbitrator may disclose the content or results of the arbitration, except as necessary to comply with legal, audit or regulatory requirements. Before making any such disclosure, a Party shall give written notice to the other Party and shall afford such Party a reasonable opportunity to protect their interests. The arbitration proceedings provided in this Agreement are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration. The decision or award must be in writing and must contain a reasoned statement of decision including findings of fact on which it is based. Any decision or award of the arbitrator shall be binding and may be enforced or confirmed in a court of competent jurisdiction;

(e) In any arbitration or litigation to enforce the provisions of this Agreement, the prevailing Party in such action shall be entitled to the recovery of its reasonable legal fees and expenses (including reasonable attorneys' fees and legal costs), fees of the arbitrators, costs and expenses such as expert witness fees, as fixed by the arbitrators or court without necessity of noticed motion;

(f) any monetary award rendered by the arbitrator pursuant to this Section 17.3 shall be due and payable within thirty (30) days following such award and enforceable in any court of competent jurisdiction;

(g) By agreeing to the dispute resolution process described in Section 17.3 above, the Parties do not intend to deprive either Party of its rights to seek temporary injunctive relief, including specific performance, pending the outcome of such dispute resolution process;

(h) each of the Parties hereby (i) accepts the jurisdiction of the courts of New York State for purposes of enforcement of any such arbitral award, (ii) irrevocably agrees to be bound by any final judgment (after any appeal) of any such court with respect thereto, and (iii) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum. Each of the Parties agrees that a final judgment (after any appeal) in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner to the extent provided by law.

#### 17.4 Survival.

All provisions of this Agreement that either expressly by their terms survive, or, by their nature are intended to survive or come into or continue in force and effect after the termination or expiration of this Agreement shall remain in effect and be enforceable following such termination or expiration. Without limiting the foregoing, the provisions of ARTICLE 1, ARTICLE 6, ARTICLE 7, ARTICLE 9, ARTICLE 13, ARTICLE 15, ARTICLE 16, and ARTICLE 17 shall survive termination of this Agreement to the extent required for their full performance.

#### 17.5 Waiver.

No delay or omission by the Parties in exercising any right or remedy provided for in this Agreement shall constitute a waiver of such right or remedy nor shall it be construed as a bar to or waiver of any such right or remedy on any future occasion.

#### 17.6 Right of Waiver.

Each Party, in its sole discretion, shall have the right, but shall have no obligation, to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time; provided, however, that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. A Party's exercise of any rights in this Agreement shall apply only to such requirements and on such occasions

as such Party may specify in writing and shall in no event relieve the other Party of any requirements or other obligations not so specified.

17.7 Amendments.

This Agreement may be modified or amended only by an instrument in writing signed by the Parties hereto; provided.

17.8 Entire Agreement.

This Agreement and the BESA contain the entire understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous discussions, agreements and commitments between the Parties with respect hereto and thereto, and any prior and contemporaneous confidentiality agreements executed by the Parties in respect of the transactions contemplated by this Agreement and the BESA. There are no agreements or understandings between the Parties respecting the subject matter hereof or thereof, whether oral or written, other than those set forth herein or therein, and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

17.9 No Partnership Created.

Powin is an independent contractor and nothing contained herein shall be construed as constituting any relationship with Owner other than that of purchaser and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Parties, including employer/employee, partners or joint venture parties.

17.10 Further Assurances.

Each Party agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the

assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

17.11 Headings.

The headings to Articles, Sections and Exhibits of this Agreement are for ease of reference only and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision contained herein.

17.12 Third Parties.

Except as set forth in this Section 17.12, this Agreement and all rights in this Agreement are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

17.13 Severability.

The invalidity of one or more phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated, and the invalid provision shall be enforced to the maximum extent permitted in a manner that most closely effectuates the intent by the Parties.

17.14 Joint Effort.

Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. Any rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, or any amendments or Exhibits hereto.

17.15 Effectiveness.

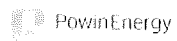
This Agreement shall be effective on, and shall be binding upon, the Parties hereto upon the full execution and delivery of this Agreement, as of the Effective Date.

17.16 English Language Documents.

Any document, manual, certificate or notice required or authorized to be given in this Agreement for the operation of the Project shall be provided in the English language.

17.17 Counterparts; Electronic Signatures.

This Agreement may be executed by the Parties in one or more counterparts, all of which taken together shall constitute one and the same instrument. Each Party agrees that electronic signatures in this Agreement, whether by facsimile, by electronic mail in "portable document format" (.pdf) or similar format, or by digital or encrypted electronic signature software, have the same force and effect



as manual signatures. Electronic signatures of the Parties shall be deemed to constitute original signatures, and copies hereof shall be deemed to constitute duplicate originals.

[SIGNATURE PAGE FOLLOWS]

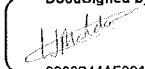
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

OWNER:

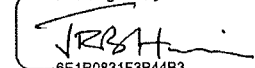
POWIN:

CAMERON WIND I, LLC

POWIN, LLC

DocuSigned by:  
  
By: 8080244AF30444D...  
Name: Willem Malda  
Title: Authorized Representative

By: \_\_\_\_\_  
Name: Jeff Waters  
Title: Authorized Representative

DocuSigned by:  
  
By: 6E1B0831E3B44B3...  
Name: John Harris  
Title: Authorized Representative

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

OWNER:

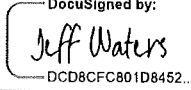
CAMERON WIND I, LLC

By: \_\_\_\_\_  
Name: Willem Malda  
Title: Authorized Representative

By: \_\_\_\_\_  
Name: John Harris  
Title: Authorized Representative

POWIN:

POWIN, LLC

By:  \_\_\_\_\_  
Name: Jeff Waters  
Title: Authorized Representative

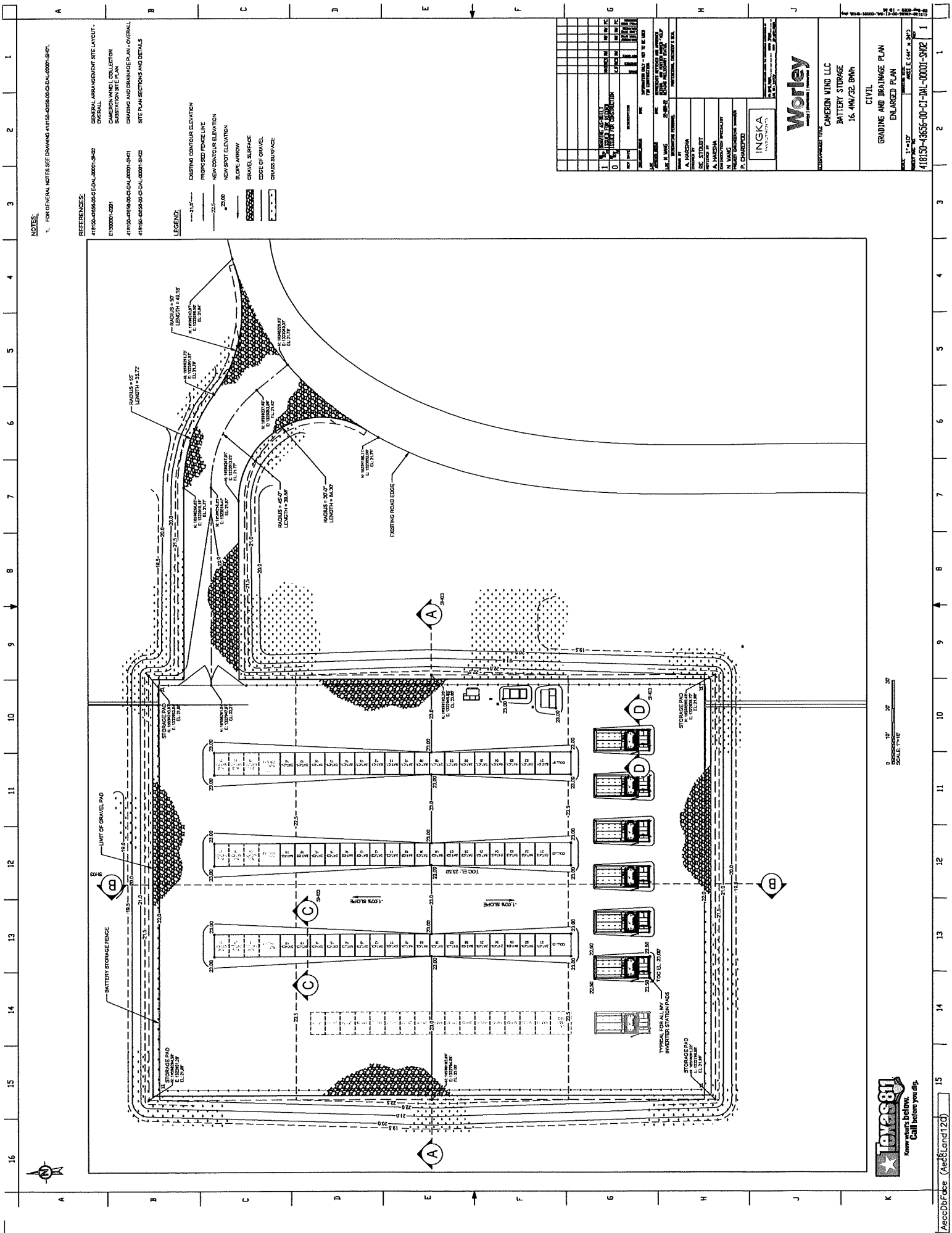


**EXHIBIT A**  
**OWNER MATTERS**

***[TO BE COMPLETED BY OWNER – THE LTSA IS NOT EFFECTIVE UNTIL OWNER HAS PROVIDED ALL  
NECESSARY INFORMATION FOR POWIN TO PROVIDE THE SERVICES]***

- I. Exhibit A-1 (Facility & Site)
- III. Exhibit A-2 (Project Agreements)
- IV. Exhibit A-3 (RESERVED)
- V. Exhibit A-4 (Information Form)

**EXHIBIT A-1**  
**FACILITY & SITE**



NOTES:

- 1. FOR GENERAL NOTES SEE DRAWING 418150-4355-00-CL-JAL-0001-SH01.

REFERENCES:

- 418150-4355-00-CL-JAL-0001-SH02 GENERAL AREA/NEIGHBOR SITE LAYOUT - OVERALL
- E100001-0201 CAMERON WIND COLLECTOR SUBSTATION SITE PLAN
- 418150-4355-00-CL-JAL-0001-SH01 GRADING AND DRAINAGE PLAN - OVERALL
- 418150-4355-00-CL-JAL-0001-SH03 SITE PLAN SECTIONS AND DETAILS

LEGEND:

- EXISTING CONTOUR ELEVATION
- PROPOSED CONTOUR ELEVATION
- NEW CONTOUR ELEVATION
- NEW SPOT ELEVATION
- SLOPE ARROW
- GRAVEL SURFACE
- EDGE OF GRAVEL
- DRAINAGE SURFACE



**EXHIBIT A-2**  
**PROJECT AGREEMENTS**

None

**EXHIBIT A-4**  
**INFORMATION FORM<sup>1</sup>**

**[Complete this Exhibit A-4 with as much information known at time of execution of this Agreement.  
OWNER MUST COMPLETE PRIOR TO SERVICES COMMENCEMENT DATE VIA HYPERLINK.]**

Site Name	Cameron
Site Address	24946 FM 1847 Rio Hondo, Texas 78583
Primary Site Contact Name	Cody Joy, local operations
Primary Site Contact Phone Number	+1 325-669-5545
Primary Site Contact Email	cody.joy@apexcleanenergy.com
Billing Contact	<u>Ikea.US.P.102056-9@docinbound.com</u>  Cc: Philip.Japes@ingka.ikea.com
Billing Address	Cameron Wind 1, LLC P.O. Box 20902, Indianapolis, IN 46220-09028

**Site Service Providers**

Fire Alarm Company ( <i>name and phone</i> )	Circle Industries +1-833-424-7253
Security Company ( <i>name and phone</i> )	Circle Industries +1-833-424-7253
Internet Provider ( <i>name and support phone</i> )	AT&T Apex IT for details  Verizon Apex IT for details
Internet Provider Account Information ( <i>Account Number, Account Holder Name, Other Required Information necessary to open support requests with Internet Provider</i> )	Ask Cody Joy at Apex – Apex ROCC or IT for details.
Site Electrical Contractor ( <i>name and phone</i> )	Metro Electric +1 956-686-2323

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<sup>1</sup> Hyperlink: <https://app.smartsheet.com/b/form/9352e72a858d4a63af4db51b04048bd3>

Site General Contractor ( <i>name and phone</i> )	Soto Paint, Carlos Soto +1 956-454-7638
Site Scheduling Coordinator ( <i>name and phone</i> )	Tenaska +1 (817) 462-1509
Scheduling Services Provided ( <i>list services provided</i> )	Qualified Scheduling Entity and Energy Management services

#### **Emergency Providers**

Site Emergency Contact ( <i>name and phone</i> )	Apex ROCC 1+434-328-2305
Emergency Service Contacts	
Local Electric Utility ( <i>name and phone</i> )	South Texas Electricity Cooperative +1 361-485-6300 for import & export  Magic Valley Electricity cooperative +1 866-225-5683 for Auxiliary Power.
Local Fire ( <i>name and phone</i> )	911 or Rio Hondo VFD +1 956-748-3611
Local Police ( <i>name and phone</i> )	911 or Cameron County Sherriff +1 956-554-6700
Local First Aid ( <i>name and phone</i> )	911 or Rio Hondo VFD +1 956-748-3611
Local Water ( <i>name and phone</i> )	East Rio Hondo Water Supply Corporation (ERHWSC) +1 956-748-3633
Local Gas ( <i>name and phone</i> )	N/A

#### **ESS Major Component Vendors** (if not components not provided by Powin)

PCS ( <i>vendor, contact name, phone number, warranty claims information</i> )	Powin provided
Transformer ( <i>vendor, contact name, phone number, warranty claims information</i> )	Powin provided
UPS ( <i>vendor, contact name, phone number, warranty claims information</i> )	Powin provided
HVAC ( <i>vendor, contact name, phone number, warranty claims information</i> )	Powin provided

**EXHIBIT B**  
**SERVICES**

**1. Description of the equipment covered by this agreement:**

- I. Powin Energy Storage system
  - a) Powin Stack750E Energy Segments Including:
    - i) Heating, Ventilation, and Air Conditioning [HVAC] Units
    - ii) Fire Suppression System (FSS)
  - b) DC Collection Segments (Inclusive of DC Cabinets, Controllers, Breaker Panels, Etc.)
  - c) Powin StackOs Software Package Including:
    - i) Energy Management System (EMS);
    - ii) Battery Management System (BMS);
  - d) Thermal Management System (TMS)
  - e) 6 PCS / MVT Sets including:
    - i) SMA Sunny Central Storage MVPS3950-UP-US - Skidded
    - ii) Oil-Filled 4.4MVA Step-up Medium Voltage Transformers
    - iii) MV switchgear

(the "Covered Equipment")

**2. SUMMARY OF SERVICES AND COST:**

Scope of Services – The Services as described herein shall apply for ten (10) years for the Covered Equipment.

Subject to the limitations set forth above, the Services apply to the whole of the Covered Equipment. Powin shall provide all scheduled and unscheduled maintenance of all Covered Equipment, including but not be limited to:

- (i) Battery modules, enclosures, and associated systems, including, but not limited to, HVAC racking, and container lighting systems
- (ii) Inverters, transformers, electrical cabling, switchgear, metering, and electrical gear
- (iii) BMS/Powin BP-OS, EMS, SCADA, Utility RTAC rig, fire protection systems, and Powin communication systems
- (iv) Internal DC Cabling, Tray and Protection

Unscheduled and corrective maintenance excludes the Medium Voltage Transformer and the MV switchgear.

Subject to management by Owner, Powin shall oversee, supervise, and approve all maintenance activities performed on the Covered Equipment, including by Subcontractor, vendors and other third parties. Powin shall be responsible for the safety of all Powin and Subcontractor personnel at the Site and for ensuring the safety of all maintenance activities performed at the Site.

Cost of all Services shall be Powin's and paid by Powin with exception for the cost of the below which, if the Owner elects to have Powin provide, may be charged to Owner on a Cost-Plus basis;

- (i) Any required third-party security monitoring service
- (ii) Inspection and maintenance of utility interconnection equipment (including, but not limited to, electrical cabling, switchgear, metering)

### 3. MANAGEMENT AND SCHEDULING:

Powin shall:

- a. Provide, for the Owner's review and acceptance, a schedule of planned maintenance for the following year including; preventative maintenance, inspections, and other work on the Covered Equipment, all in accordance with Section 4.4 of the Agreement.
- b. Coordinate with Owner and Owner's market participant ("Qualified Scheduling Entity" or "QSE") regarding scheduled and unscheduled maintenance and follow all Notice requirements as required by Owner.
- c. Reasonably work to arrange all scheduled maintenance during times that minimize impact to Owner.
- d. Support Owner requests to augment the Facility to maintain Owner's desired throughput. Upon request by Owner, Powin will provide a proposal for augmentation services as well as any pricing changes to this Agreement and will collaborate with Owner to design a suitable augmentation configuration.

### 4. MONITORING AND REPORTING:

Powin shall:

- a) Provide 24/7/365 remote monitoring of the Facility (including facility operation system trips, equipment emergencies, PCS, control platform, batteries, thermal management, fire suppression, safety, security). Powin shall review system performance and conduct automated data analysis in real-time to identify maintenance issues and monitor Facility performance;
- b) Ensure that any disruption messages generated by the Facility EMS are received and analyzed in real time. Powin will carry out monitoring to at least the rack level.
- c) All fundamental data shall be stored in a permanent and secure manner by the Powin and shall be made available to the Owner real time and archive basis through a secured API, FTP, or other data transfer system as agreed upon by Powin and Owner
- d) Identify potential maintenance issues and recommend actions necessary to maintain system health;
- e) Provide annual review, on-site if requested by Owner, of the Covered Equipment performance and system components. As part of the annual review, Powin will make recommendations for: maintenance, storage augmentation, optimization of dispatch, and other preventative maintenance and corrective actions;
- f) Provide monthly reports summarizing battery usage, system health, outages, and maintenance events as required by Section 4.4(iii) of this Agreement.



- g) Develop annual maintenance reports describing previous period maintenance activity, comparing Facility performance against appropriate KPIs and guarantees, summary of costs of maintenance, on-site labor, and Subcontractor used on site, and recommendations for improving Facility performance and more effective maintenance;
- h) Provide archive of all Facility operation data including overall Facility performance and component operation, including PCS and HVAC data.

5. SERVICES TO BE PROVIDED:

Powin Shall:

- i) Coordinate, stage and perform all planned and unplanned maintenance, in accordance with approved operational procedures;
- ii) Conduct maintenance in accordance with the instructions and recommendations of the manufacturers and equipment warranty requirements;
- iii) Conduct a minimum of quarterly inspection in-person visits to see status of equipment performance;
- iv) Procure (i) all Replenished Spare Parts and (ii) all replacement parts under the applicable warranty, and (iii) all Consumables and wear items required for reliable operation of the Covered Equipment;
- v) Maintain and monitor the storage and inventory of wear items and Consumables;
- vi) Prepare and keep records for inspections, maintenance, replacement parts, diagnoses, and other work; All records are to be supplied to Owner, or given access to the location they are stored in a digital format, within 5 business days of completion of each service activity (e.g., site visit, maintenance activity, diagnostic activity, etc...), all in accordance with Section 4.4 of the Agreement.
- vii) Conduct quarterly inspections of site grounds, landscaping, and any permanent BMPs;
- viii) Respond to and remedy (in accordance with approval from Owner) all issues within the time frames set forth below, in accordance with the severity of the issue and system impact:

<b>Major Event:</b> - May imminently affect public safety, equipment damage; or - Results in a reduction in performance or availability that would cause Owner to be out of compliance with facility's current market obligations.	Immediately inform Owner (within 20 minutes).  As soon as practicable, if onsite maintenance is required, but no later than 24 hours.  1-hour response time, if remote remedy is available
<b>Significant Event:</b> affects component that could have some impact to Facility performance or availability so long as such reduction would not	Inform Owner within 1 hour.

cause Owner to be out of compliance with the facility's current market obligations.	48-hour response time, if onsite maintenance is required.  The later of next business day or 24-hour response time, if remote remedy is available
<b>Minor Event:</b> affects non-critical components with no or minimal impact to Facility performance.	Inform Owner at next regular update.  Address during next regularly scheduled maintenance activity

ix) Equipment Warranty Management

1. Powin will manage reimbursement for warranty claims and act as primary contact for warranty related issues;
2. If the issue is covered by this Agreement, the Limited Commercial Warranty, or any other Project Agreement, the repair or replacement shall be performed by and at the expense of such warrantor and shall be coordinated by Powin (whether Powin or a Subcontractor, as applicable);
3. If the issue is not covered by a warranty under this Agreement, the Limited Commercial Warranty or any other Project Agreement, Powin shall notify Owner of the repair or replacement to be performed and solicit approval from Owner. Where Owner consents to such repair or replacement that is not covered such work will be billed at Direct Cost.

x) Preventative and Corrective Maintenance

1. Scheduled Preventative and Corrective Maintenance. Powin will propose an Annual Preventative Maintenance plan for Owner approval within 30 days of execution of a services contract, and in each Calendar Year following, as described in Section 4.4 of the Agreement and above. During the (at least) quarterly visual and functional checks, the Powin shall conduct the following steps, and any other steps recommended by equipment suppliers and/or as included in the Relevant Operations Manuals for all Equipment Covered by this Agreement:

<ul style="list-style-type: none"> <li>• Check visually and maintain the mechanical functionality of the Covered Equipment. Check mechanical integrity of cable connections to inverters, battery houses and auxiliary transformers.</li> </ul>
<ul style="list-style-type: none"> <li>• Check and maintain as needed the electrical functionality of the Covered Equipment including all meters, inverters, transformers, switchgear, cabling and protective equipment.</li> </ul>
<ul style="list-style-type: none"> <li>• Check and maintain the cleanliness, security of installation and the necessity for recalibration of temperature sensors and clean / recalibrate the relevant equipment or systems in order to ensure optimum efficiency.</li> </ul>

<ul style="list-style-type: none"> <li>• Check and maintain the condition of the inverters and inverter cabins, perform maintenance as recommended by the inverter supplier and clean ventilation intakes and dust filters as necessary.</li> </ul>
<ul style="list-style-type: none"> <li>• Check and maintain the condition of the cells, modules, racks and battery containers, perform maintenance as recommended by the manufacturers and cleaning HVAC intakes and dust filters as necessary.</li> </ul>
<ul style="list-style-type: none"> <li>• Check and maintain the condition of the cells, modules including fans, and DC cabling.</li> </ul>
<ul style="list-style-type: none"> <li>• Check and maintain the proper functioning of the EMS including periodic software updates where required.</li> </ul>
<ul style="list-style-type: none"> <li>• Check for possible corrosion of elements of the Covered Equipment, including maintenance of all parts at risk of corrosion.</li> </ul>
<ul style="list-style-type: none"> <li>• Site walk round and visual inspection of all Covered Equipment components and safety elements.</li> </ul>

- In the event of an outage due to a failure or when corrective maintenance is required, Powin shall promptly attend the maintenance requirements to maintain the availability of the site per the Guaranteed Availability levels.
- Powin shall support the Owner on Spare Parts management at the Site as required.

#### 6. CUSTOMER SUPPORT TEAM

Powin will provide:

- Dedicated LTSA Project Manager - Main Point of Contact for LTSA Coordination
- Warranty Claim Support
- Remote Project Engineer
- Access to Technical Support Teams, Including but not limited To:
  - Assigned Project Engineer
  - Procurement and Logistics Department; Sales and Product Engineering; Commissioning

#### 7. DIVISION OF RESPONSIBILITY

Index	Item	Customer	Powin	Comments
<b>1.00</b>	<b>Preventative Maintenance</b>			
1.01	Stack750E Energy Segments		X	
1.02	Collection Segments		X	
1.03	StackOs (Energy Management System)		X	
1.04	Heating, Ventilation, and Air Conditioning (HVAC) Units		X	
1.05	Fire Safety System (FSS)		X	
1.06	Power Conditioning System (PCS)		X	
1.07	Medium Voltage Transformer		X	
1.09	Preventative Maintenance Reports		X	
<b>2.00</b>	<b>Remote Operations Support</b>			
2.01	Active Remote Operations Center Monitoring		X	
2.02	Performance Reporting		X	
2.03	L TSA Project Manager and Remote Technical Support		X	
2.03	Warranty Management		X	
<b>3.00</b>	<b>Extended Warranty</b>			
3.01	Stack750E Energy Segments		X	
3.02	Collection Segments		X	
3.03	StackOs (Energy Management System)		X	
3.04	Heating, Ventilation, and Air Conditioning (HVAC) Units		X	
3.05	Fire Safety System (FSS)		X	
3.06	Power Conditioning System (PCS)		X	
3.07	Medium Voltage Transformer	X		
<b>4.00</b>	<b>Availability Guarantee</b>			
4.01	Battery Energy Storage System (Inclusive of HVAC and FSS)		X	
4.02	StackOS (Energy Management System)		X	
4.04	Power Conversion System (PCS)		X	
4.05	Medium Voltage Transformer (MVT)	X		
<b>5.00</b>	<b>Spare Parts</b>			
5.01	Procurement of Initial Spare Parts Inventory		X	
5.02	Tracking of spare parts consumed during operation		X	
5.03	Offloading & Storage of non-module spare parts	X		
5.04	Storage of battery module spare parts		X	
5.05	Replenishment of Exhausted Spare Parts		X	

	Owner	Powin
<b>Purchase of Initial Spare Parts inventory</b>	X	
<b>Procurement and Delivery of Initial Spare Parts inventory</b>		X
<b>Replenished Spare Parts</b>		X
Placing order for Replenished Spare Part		X
Payment for Replenished Spare Part		X
Payment for shipping of Replenished Spare Part		X
<b>Storage of non-battery module Spare Parts</b>		
<b>Management of non-battery module Spare Parts onsite</b>	X	
Monitor quantities of inventory	X	
Track spare parts consumed during operations		X
<b>Offloading &amp; Storage of non-battery module Spare Parts</b>	X	
Procuring storage facility	X	

Exhibit B to the LTSA

Monitoring storage facility	x	
Perform maintenance on storage facility	x	
Offloading of Spare part into inventory at site	x	
<b>Storage of battery module Spare Parts</b>		
<b>Management of battery module Spare Parts</b>		x
Monitor quantities of inventory		x
Track spare parts consumed during operations		x
Perform maintenance on stored components per Powin specifications		x
Plugging / unplugging equipment into applicable chargers		x
Monitoring component per Powin recommendations (charge, temp, etc)		x
<b>Offloading &amp; Climate Controlled Storage of battery modules</b>		x
Procuring storage facility		x
Monitoring storage facility		x
Perform maintenance on storage facility		x
Purchasing & maintaining any chargers		x
Offloading of Spare Part into temporary storage at Facility	x	
Temporary storage at Facility of battery modules until Powin install	x	

**EXHIBIT C**  
**FEES AND PAYMENT TERMS**

1. Invoicing and Escalation.

- a. Beginning on the Effective Date and continuing monthly thereafter, Powin may submit a single monthly invoice for one-twelfth of the annual Service Fees due in the then current Contract Year. Owner shall pay such invoice within thirty (30) days of receipt.
- b. As of the Effective Date Powin will submit a single invoice for the Initial Spare Parts Fee as detailed in the Section 5 below. Owner shall pay such invoice within thirty (30) days of receipt.
- c. Base Fees and Availability Guarantee Fees. The Base Fees and Availability Guarantee Fees shown in Table 1 for the BESS and Table 2 the PCS/MVT for Contract Year 1 are nominal and do not escalate. The Base Fees and Availability Guarantee Fees shown in Table 1 and Table 2 for Contract Year 2 through Year 10 are illustrative for an un-augmented Facility based on a 3.00% annual escalator. Starting in Contract Year 2 the Base Fees and the Availability Guarantee Fees shall escalate annually at a rate equal to the greater of the Producer Price Index - Final Demand, Finished Goods (WPUFD4), over the preceding twelve-month period as measured by the Bureau of Labor Statistics or three percent (3%), recalculated at the start of each Contract Year.
- d. Augmentation. If the Facility is augmented with six additional Stacks, the Base Fees, Extended Warranty Fees, and Availability Guarantee Fees for the augmented BESS are as shown in Table 3. The Base Fees and Availability Guarantee Fees shown in Table 3 for Contract Year 2 are nominal and for Contract Year 3 through Year 10 are illustrative for an augmented Facility based on a 3.00% annual escalator. Starting in Contract Year 3, the Base Fees and the Availability Guarantee Fees shall escalate annually at a rate equal to the greater of the Producer Price Index - Final Demand, Finished Goods (WPUFD4), over the preceding twelve-month period as measured by the Bureau of Labor Statistics or three percent (3%), recalculated at the start of each Contract Year. For sake of clarity, if the Facility is augmented with six additional Stacks, Table 3 below would replace table 1 (and is not additional to).
- e. Extended Warranty Fees. The Extended Warranty Fees shown in Table 1, Table 2, and Table 3 are nominal and do not escalate.

2. Past Due Amounts.

If there is a dispute about any amount invoiced by either Party, the amount not in dispute shall be promptly paid, and any disputed amount which is ultimately determined to have been payable prior

to the actual date of payment shall be paid with interest, at the rate of 18% *per annum*, from the date due to the date of payment.

3. Taxes; Other Payments.

The fees and any other amounts payable hereunder do not include any applicable taxes, which Owner and shall pay in addition to the amounts payable hereunder. Owner shall also be liable for and Powin shall pay and be reimbursed for / or Owner shall directly pay federal, provincial, state, county or local, sale, use or other similar taxes or customs, duties or landing fees, whether characterized as a fee, duty, levy, tax or some other description, whether United States or foreign, however designated, whether levied on Powin or Owner based on price, charges, items, service, use or this Agreement; provided, that such taxes will exclude in all cases any such taxes or other payments on or in respect of the income of Powin. Owner will pay any of these items Powin becomes obligated to pay, exclusive of franchise taxes and any taxes based on the gross or net income of Powin or payroll taxes associated with the employment of personnel by Powin.

4. Fees – No Augmentation.

Subject to Section 1 above, Table 1 details the Fees applicable throughout the ten (10) years of the Term for the DC (BESS) scope of the system without augmentation and Table 2 details the Fees applicable throughout the ten (10) years of the Term for PCS/MVT scope.

Table 1:

<b>LTSA Pricing Summary BESS</b>						
Year	Base Fees w. Escalation [\$USD]	Extended Warranty [\$USD]	Availability Guarantee BESS [\$USD]	Total Price [\$USD]	Total Price [\$USD/kWh]	Installed Energy Segments
1	\$ 49,341.87	\$ -	\$ 12,335.47	\$ 61,677.34	\$ 1.65	54
2	\$ 50,822.13	\$ -	\$ 12,705.53	\$ 63,527.66	\$ 1.70	54
3	\$ 52,346.79	\$ -	\$ 13,086.70	\$ 65,433.49	\$ 1.75	54
4	\$ 53,917.19	\$ 17,241.83	\$ 13,479.30	\$ 84,638.32	\$ 2.27	54
5	\$ 55,534.71	\$ 17,580.45	\$ 13,883.68	\$ 86,998.84	\$ 2.33	54
6	\$ 57,200.75	\$ 17,975.70	\$ 14,300.19	\$ 89,476.64	\$ 2.40	54
7	\$ 58,916.77	\$ 18,339.24	\$ 14,729.19	\$ 91,985.21	\$ 2.46	54
8	\$ 60,684.28	\$ 18,713.69	\$ 15,171.07	\$ 94,569.03	\$ 2.53	54
9	\$ 62,504.80	\$ 20,132.31	\$ 15,626.20	\$ 98,263.32	\$ 2.63	54
10	\$ 64,379.95	\$ 20,529.56	\$ 16,094.99	\$ 101,004.50	\$ 2.70	54
<b>Totals:</b>	<b>\$ 565,649.24</b>	<b>\$ 130,512.79</b>	<b>\$ 141,412.31</b>	<b>\$ 837,574.34</b>	<b>\$ 2.24</b>	

Table 2:

<b>LTSA Pricing Summary - PCS and MVT</b>						
<b>Year</b>	<b>Base Fees w. Escalation [\$USD]</b>	<b>Extended Warranty [\$USD]</b>	<b>Availability Guarantee PCS [\$USD]</b>	<b>Total Price [\$USD]</b>	<b>Total Price [\$USD/kWh]</b>	<b>Installed PCS Units</b>
1	\$ 25,127.86	\$ -	\$ 23,101.20	\$ 48,229.06	\$ 1.29	6
2	\$ 25,881.70	\$ -	\$ 23,794.24	\$ 49,675.93	\$ 1.33	6
3	\$ 26,658.15	\$ -	\$ 24,508.06	\$ 51,166.21	\$ 1.37	6
4	\$ 27,457.89	\$ -	\$ 25,243.30	\$ 52,701.20	\$ 1.41	6
5	\$ 28,281.63	\$ -	\$ 26,000.60	\$ 54,282.23	\$ 1.45	6
6	\$ 29,130.08	\$ 69,234.00	\$ 46,202.40	\$ 144,566.48	\$ 3.87	6
7	\$ 30,003.98	\$ 71,311.02	\$ 47,588.47	\$ 148,903.47	\$ 3.99	6
8	\$ 30,904.10	\$ 73,450.35	\$ 49,016.13	\$ 153,370.58	\$ 4.11	6
9	\$ 31,831.22	\$ 75,653.86	\$ 50,486.61	\$ 157,971.70	\$ 4.23	6
10	\$ 32,786.16	\$ 77,923.48	\$ 52,001.21	\$ 162,710.85	\$ 4.36	6
<b>Totals:</b>	<b>\$ 288,062.78</b>	<b>\$ 367,572.71</b>	<b>\$ 367,942.22</b>	<b>\$ 1,023,577.72</b>	<b>\$ 2.74</b>	

## 5. Fees – DC Augmentation

Subject to Section 1 above, Table 3 details the Fees applicable throughout the ten (10) years of the Term for the DC (BESS) scope of the system with augmentation.

Table 3:

<b>LTSA Pricing Summary BESS</b>						
<b>Year</b>	<b>Base Fees w. Escalation [\$USD]</b>	<b>Extended Warranty [\$USD]</b>	<b>Availability Guarantee BESS [\$USD]</b>	<b>Total Price [\$USD]</b>	<b>Total Price [\$USD/kWh]</b>	<b>Installed Energy Segments</b>
1	\$ 49,341.87	\$ -	\$ 12,335.47	\$ 61,677.34	\$ 1.65	54
2	\$ 54,074.35	\$ -	\$ 13,518.59	\$ 67,592.94	\$ 1.81	60
3	\$ 55,696.58	\$ -	\$ 13,924.15	\$ 69,620.73	\$ 1.86	60
4	\$ 57,367.48	\$ 17,866.81	\$ 14,341.87	\$ 89,576.16	\$ 2.40	60
5	\$ 59,088.50	\$ 18,204.99	\$ 14,772.13	\$ 92,065.62	\$ 2.46	60
6	\$ 60,861.16	\$ 18,603.00	\$ 15,215.29	\$ 94,679.45	\$ 2.53	60
7	\$ 62,686.99	\$ 18,966.54	\$ 15,671.75	\$ 97,325.28	\$ 2.61	60
8	\$ 64,567.60	\$ 19,340.99	\$ 16,141.90	\$ 100,050.49	\$ 2.68	60
9	\$ 66,504.63	\$ 20,874.38	\$ 16,626.16	\$ 104,005.17	\$ 2.78	60
10	\$ 68,499.77	\$ 21,271.63	\$ 17,124.94	\$ 106,896.34	\$ 2.86	60
<b>Totals:</b>	<b>\$ 598,688.93</b>	<b>\$ 135,128.33</b>	<b>\$ 149,672.23</b>	<b>\$ 883,489.50</b>	<b>\$ 2.37</b>	

## 6. Initial Spare Parts Fee.

The Initial Spare Parts Fee is \$206,778.36, as shown in Exhibit G

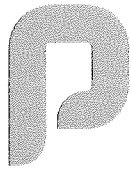


**EXHIBIT D**  
**LIST OF APPROVED SUBCONTRACTORS**

<b>Company Name</b>	<b>Scope</b>	<b>Location</b>	<b>State</b>
<b>Pearce Services</b>	BESS Maintenance Services, including HVAC, PCS	Multiple	TX, CA,
<b>Wanzek</b>	Stack Installation, BOP,	Midwest, Texas	TX
<b>Airway Services</b>	Stack installation, PM	All	All
<b>Wilson Fire Equipment</b>	FSS installation and certification	Houston, TX	TX
<b>Pike Telecom &amp; Renewables, LLC</b>	Stack Installation, BOP, Transformer	Midwest, Texas	TX
<b>SMA</b>	PCS Maintenance Services	Multiple	TX, CA
<b>Dynaco Testing, LLC</b>	Infiltration Testing	TX	TX
<b>Black and McDonald</b>	BESS Services	Multiple	TX, Other

**Exhibit E**  
**Environmental, Health, and Safety Manual**

*[See Attached]*



**POWIN**

May 2021

# ENVIRONMENTAL, HEALTH, AND SAFETY MANUAL

CONFIDENTIAL

GP-EHS-0 Rev C01

## Powin LLC

Powin LLC has pioneered a cost-effective, safe, and scalable battery energy storage system (BESS) that is purpose-built for the demands of utility scale, commercial and industrial, and microgrid applications. Our BESS also features a modular architecture and streamlined installation process. Behind our industry-leading products is an unrivaled team of experts from across the energy industry, almost three decades of supply chain management expertise and extensive battery management software development proficiency.

## Disclaimer

The specifications and descriptions contained in this document are verified to be as accurate as possible at the time of publication. However, because Powin's products and their performance are constantly evolving, Powin reserves the right to make product or documentation modifications at any time, with or without notice.

The images provided in this document are for demonstration purposes only. Details may vary by product version and geography.

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*documentation@powin.com* and *kevinc@powin.com*

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### IN CASE OF AN EMERGENCY:

Contact the Remote Operations Center immediately at:

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Email: [service@powin.com](mailto:service@powin.com) (24/7 coverage)

For any questions regarding the safe use and maintenance of this product, please contact Customer Support at:

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## 1.0 Introduction

Powin is committed to providing a healthy and safe workplace for all our employees, customers, and approved service providers. This action is considered Mission Critical and is of the highest priority.

There is nothing more important to Powin than ensuring that our customers, field service technicians, First Responders, and anyone else interacting with Powin's products go home safely at the end of the day.

To that end, Powin's energy storage products are safe by design, with multiple, redundant layers of hardware and software working together to ensure cell to system safety. We extensively model and perform large scale testing our systems in real-world scenarios, including UL 9540A unit level testing. We leverage third-party expertise and continuously analyze field data to improve product and process safety.

Through our vertically integrated structure, Powin controls the design, manufacture, and testing of all product components - including hardware, software, and firmware - giving us unparalleled control over the safety of every system delivered to our customers.

Powin is also committed to empowering its employees and field service technicians with training and resources to ensure they have a safe and sustainable environment in which to work.

This document is intended to define the safeguards put in place to achieve that goal and defines the requirements for safety, health, and environment management, as well as issues that need to be assessed and addressed to promote the safety and health of all employees and the protection of the environment.

### 1.2 Powin EHS Management Commitment

Geoff Brown - CEO - Each of us individually carries a responsibility for all of us collectively. Working safe ensures a longer and brighter future for everyone.

Adrian Wilkins – SVP Global Service – Safety means wanting for my colleagues, as I want for myself, “...to come home safely every time. No exceptions!”

Kate Stock – Chief Financial Officer - Safety is a baseline fundamental to our integrity as an employer. Our Safety culture is a reflection of how we value and respect our employees.

Mike Wieteci – General Counsel- That all employees go home at the end of the workday in the same or better state than they were when they started the day.

Danny Lu – SVP -Safety is a culture that should be a guiding factor for all of the decisions that our company makes. We must prioritize the safety of our employees and our chosen vendors/suppliers.

Stu Statman – Head of Product and Engineering - The most effective product, the cheapest product, the smartest product with the best ideas ... at the end of the day, none of that is worth someone's health. Safety always has to come first.

Gary Starr – SVP Manufacturing - Powin is committed to the safety and well-being of everyone involved in our business, employees, customers, contractors, and suppliers.

John Hewitt – SVP Projects - Think about how we can prevent workplace incidents, injuries, and illnesses. We owe it to ourselves, our families, our friends, to watch out for each other. The smallest things can have the biggest impact.

Jen Young - VP of HR - Powin embraces safety so that its employees can continue to embrace their loved ones. Our greatest asset deserves the greatest care and protection.

### 1.2.2 Action item 1: Communicate Powin's Management's Commitment to an Environmental Health and Safety Program.

A clear, written EHS policy and EHS Manual helps management communicate that safety and health is a primary organizational value—as important as productivity, profitability, product or service quality, and customer satisfaction.

#### HOW TO ACCOMPLISH IT:

Establish a written policy signed by top management describing the organization's commitment to environmental, health and safety programs.

Communicate the policy to all workers and, at appropriate times and places, and to relevant parties, including contractors, subcontractors, staffing agencies, and temporary workers at worksite(s) such as:

- Suppliers and contractors
- Visitors
- Customers

Reinforce management commitment by considering safety and health in key business decisions, including contractor and vendor selection, purchasing, and facility design and modification.

Further define commitments by having department heads make a personal commitment to what EHS means to them.

Be visible in operations and set an example by following the same safety procedures you expect workers to follow. Begin work meetings with a discussion or review of safety and health indicators, safety risks or have a safety moment and add any safety items from the discussion added on a "to do" list.

### 1.2.3 Action item 2: Define Powin's Program Goals

By establishing specific objectives and targets, management sets expectations for managers, supervisors, and employees, and for the program overall. The objectives and targets should focus on specific actions that will improve workplace environmental, health and safety performance.

**HOW TO ACCOMPLISH IT:**

Establish realistic, measurable targets for improving EHS performance. Goals emphasizing injury and illness prevention should be included, rather than just focusing on injury and illness rates.

Develop plans to achieve the targets by assigning tasks and responsibilities to particular people, setting timeframes, and determining resource needs.

**1.2.4 Action item 3: Allocate Resources**

Management provides the resources needed to implement the environmental, health and safety program, pursue program goals, and address program shortcomings when they are identified.

**HOW TO ACCOMPLISH IT:**

Estimate the resources needed to establish and implement the program.

Allow time in workers' schedules for them to fully participate in the program.

Integrate environmental, health and safety initiatives into planning and budgeting processes and align budgets with program needs.

Provide and direct resources to operate and maintain the program, meet commitments, and pursue program goals.

*Note:* Resource needs will vary. Resource needs may include capital equipment and supplies, staff time, training, access to information and tools (e.g., vendor information, Safety Data Sheets, injury/illness data, checklists, online databases) and access to safety and health experts.

**1.2.5 Action item 4: Expect performance.**

Management leads the program effort by establishing roles and responsibilities and providing an open, positive environment that encourages communication about environmental, health and safety.

**HOW TO ACCOMPLISH IT:**

Identify a team member who will lead the safety program effort, make plans, coordinate activities, and track progress; they will participate in safety meetings. Define and regularly communicate responsibilities and authorities for implementing and maintaining the program and hold people accountable for performance.

Provide positive recognition for meeting or exceeding safety and health goals aimed at preventing injury and illness (e.g., reporting close calls/near misses, attending training, conducting inspections, timely closure of preventative actions).

Establish ways for management and all workers to communicate freely and often about safety and health issues, without fear of retaliation.

Note: Maintaining a positive and encouraging tone is important. Successful programs reward, rather than discipline, workers who identify problems or concerns, much like successful quality programs. Disciplinary measures should be reserved for situations in which an individual manager or worker is uncooperative or becomes an impediment to progress.

### 1.2.6 Powin's Environmental, Health, and Safety Policy

Protecting our People, our Planet, and our Property, Powin Energy Company believes that leading environmental, health, and safety performance strongly contributes to our competitive strength and benefits our customers, employees, shareholders, and vendors as well as the environment. Powin recognizes our Battery Energy Storage System plays a critical role in our sustainable future.

To protect our customers, employees, vendors, the environment, and our property, we are committed to:

- providing a safe and healthy working environment as a prerequisite to our operations and the ongoing reduction of risks at our sites.
- continuous improvement in minimizing our environmental impacts, preventing pollution, and limiting depletion of natural resources.

Powin Energy Company will comply with all applicable environmental, health, and safety laws, directives, regulations, and other requirements as a minimum baseline for doing business. We believe Environmental, Health, and Safety compliance is owned by all Powin Energy Employees, and we will monitor such compliance through regular audits of our operations, implementation of corrective and preventative actions as needed, and health and safety training.

At Powin, we have a deep value system and a principled approach to doing business that stems from our history of being a U.S.-based company with extensive international importer/exporter experience. Corporate sustainability and the commitment to an ethical supply chain are two of our core competencies, and we take steps to proactively consider the human and environmental impact of our supply chain at every step in our process. We have implemented a business strategy that focuses on the ethical, social, environmental, cultural, and economic dimensions of doing business, and we ensure that workers' rights and well-being are prioritized from start to finish.

Environmental, health, and safety targets and objectives will be set by management, communicated to the entire organization, measured, and tracked on a regular basis, and revised as needed. In order to facilitate this, Powin will provide appropriate training and resources for employees to implement best practices.

We will work to advance the following aspects within our operations:

- Driving sustainability in the development and adoption of site operations and practices.
- Minimizing the generation of waste, and fully recycling wastes streams where feasible.
- Evaluating risks and eliminating hazards in accordance with the hierarchy of controls.
- Optimizing energy and resource use with the goal of reducing greenhouse gas emissions.

- Communicating each employee's ownership of best practices and safe working conditions.
- Reducing ergonomic and manual handling risks in the workplace.
- Leading and encouraging our Customers and Vendors to follow similar high safety standards.

## 2.0 Scope of EHS

These requirements apply to all Powin employees and contractors who service Powin equipment.

### 3.0 Plan Elements

These standards define the basic elements of an Environmental, Health, and Safety Plan to include: Policy, Assessment, Assurance, and Promotion.

When these elements are interlinked, they create a cycle of Continuous Improvement.

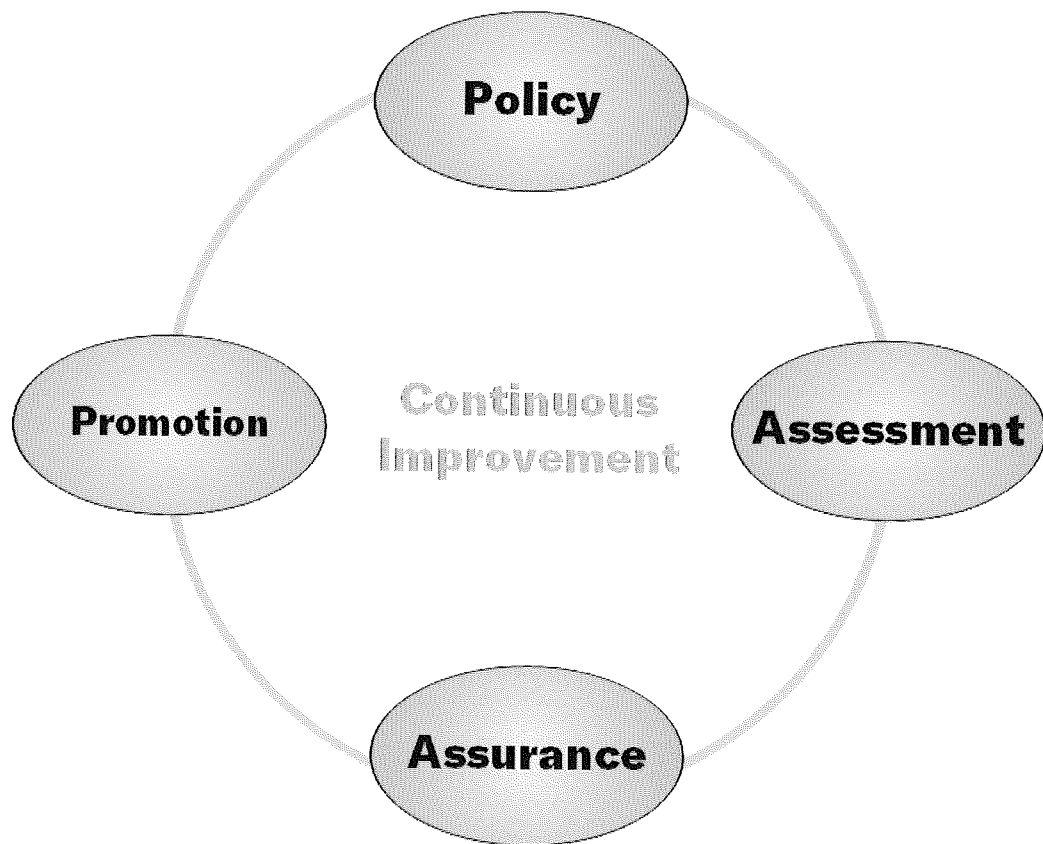


Figure 1. Continuous Improvement Elements

## Environmental, Health & Safety Plan Elements

### **Policy**

See Section 4.0

- General Requirements
- Planning for Hazard Identification
- Legal and Other Requirements
- Objectives, targets, and Programs
- Environmental Aspects and Impacts

### **Assessment**

See Section 5.0

- Resources, Roles, Responsibility, and Authorities
- Accountability and Responsibility
- Training, Awareness, and Competence
- Consultation and Communication
- Documentation
- Document and Data Control
- Operational Control
- Emergency Preparedness and Response

### **Assurance**

See Section 6.0

- Performance Measuring and Monitoring
- Evaluation of Compliance
- Accidents, Incidents, Non-Conformance and Corrective and Preventive Action
- Control of Records
- Internal Audit

### **Promotion**

See Section 7.0

- Management Review

Figure 2. Continuous Improvement Element Definitions

These elements are detailed in the following sections.

## 4.0 Environmental, Health, and Safety Plan (Safety Policy)

This section describes the planning and assessment involved to ensure a safe working environment for all employees and protection for the environment in which this equipment is placed.

### 4.1 EHS Risk Management

Safety begins with risk management. Risk management includes identifying the potential risks inherent in any job or location and developing policies and procedures to eliminate or minimize the potential of risk to any people working in the area and the surrounding environment.

### 4.2 Risk Assessments

EHS hazards must be identified and risk assessments undertaken to ensure control measures are implemented to manage the risk. Specialized risk assessments are required for sites, hazardous substances, and manual hazards. When completing a risk assessment, take into consideration the following:

- Legal requirements identified and considered.
- Control measures implemented according to the hierarchy of controls.
- Documentation - the recording of hazards should be documented in each department's risk registry. The recording of corrective actions is also to be documented in the registry.

After risk assessments have identified controls that require capital expenditures. Capital funding should be prioritized according to the level of risks. Interim controls are to be implemented to reduce the risk levels.

Risk assessments should be reviewed at least every three years or if there is a change to process, the physical work environment or when an EHS incident has occurred that requires a change.

Significant risks should be considered when setting EHS objectives and targets.

When conducting a risk assessment, the following 5 steps should be followed:

- Step 1: Identify the hazards.
- Step 2: Decide who might be harmed and how.
- Step 3: Evaluate the risks and decide on controls and precautions.
- Step 4: Record your findings and implement them.
- Step 5: Review your risk assessment and update if necessary.



### 4.2.2 Risk Matrix

<b>Probable</b>	<b>4</b> Moderate	<b>8</b> Major	<b>12</b> Severe	<b>16</b> Severe
<b>Possible</b>	<b>3</b> Minor	<b>6</b> Moderate	<b>9</b> Major	<b>12</b> Severe
<b>Unlikely</b>	<b>2</b> Minor	<b>4</b> Moderate	<b>6</b> Moderate	<b>8</b> Major
<b>Rare</b>	<b>1</b> Minor	<b>2</b> Minor	<b>3</b> Minor	<b>4</b> Moderate
	<b>Low</b>	<b>Medium</b>	<b>High</b>	<b>Very High</b>

Figure 3. 4x4 Risk Matrix

### 4.2.3 Risk Register Review Frequency

The outcome of the Risk Assessment should be documented in the Risk Register worksheet and the executive team should revisit the worksheet on a quarterly basis to ensure risk mitigation is occurring in a timely manner.

Teams should review the register at any meeting they hold as a 5-minute exercise at the end of the departmental meetings.

## 4.3 Management of Change

A change management process is to be used for identifying company risks associated with potential design changes and work instructions.

The risks identified should be evaluated against the Powin risk assessment process.

If changes proceed, applicable legal approvals and needed permits or licenses must be obtained prior to implementing the change, if necessary.

All records relating to change assessments should be maintained.

Employees should be consulted on all changes affecting them and their work.

#### 4.4 Hierarchy of Controls

The following sections define the Hierarchy of Controls as defined by the National Institute for Occupational Safety and Health (NIOSH).

Web site: <https://www.cdc.gov/niosh/topics/hierarchy/default.html>

##### 4.4.1 Overview

Controlling exposures to occupational hazards is the fundamental method of protecting workers. Traditionally, a hierarchy of controls has been used as a means of determining how to implement feasible and effective control solutions.

One representation of this hierarchy is as follows:

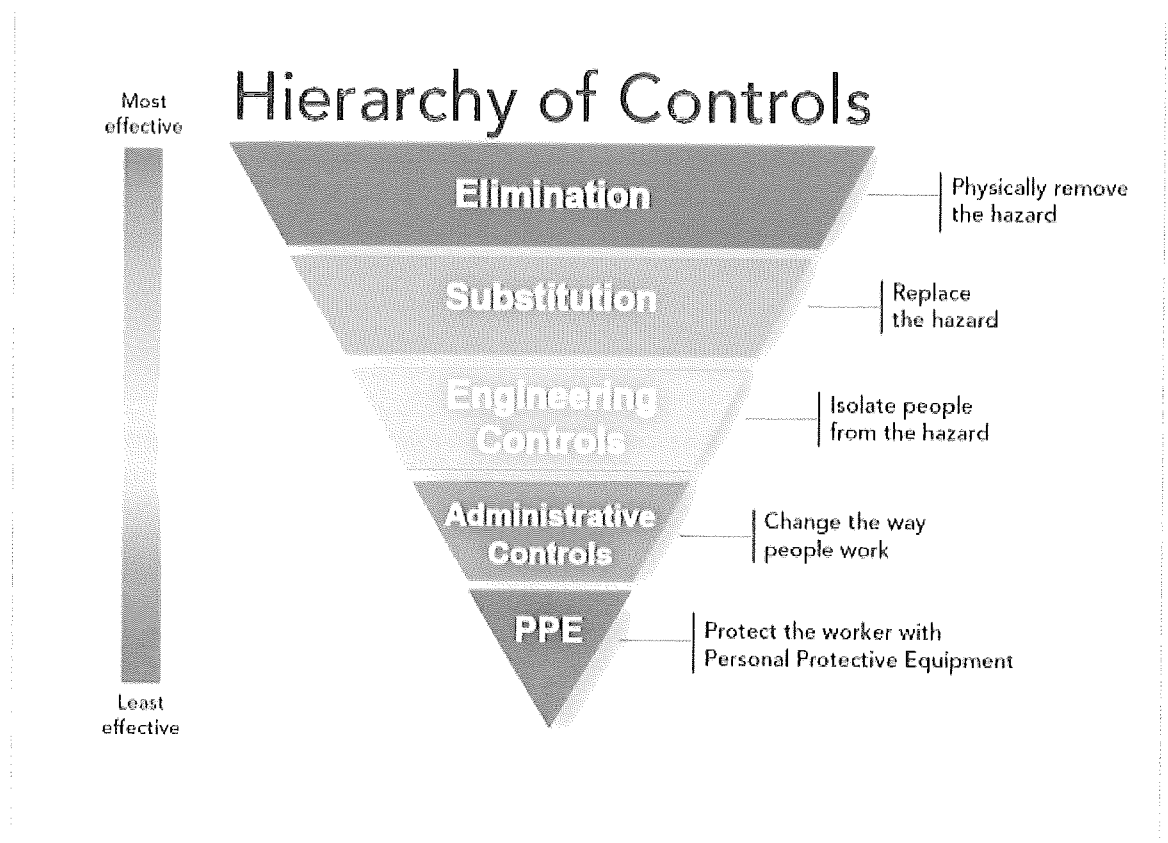


Figure 4. Hierarchy of Controls

The idea behind this hierarchy is that the control methods at the top of graphic are potentially more effective and protective than those at the bottom. Following this hierarchy normally leads to the implementation of inherently safer systems, where the risk of illness or injury has been substantially reduced.

#### 4.4.2 Elimination and Substitution

Elimination and substitution, while most effective at reducing hazards, also tends to be the most difficult to implement in an existing process. If the process is still at the design or development stage, elimination and substitution of hazards may be inexpensive and simple to implement. For an existing process, major changes in equipment and procedures may be required to eliminate or substitute for a hazard.

#### 4.4.3 Engineering Controls

Engineering controls are favored over administrative and personal protective equipment (PPE) for controlling existing worker exposures in the workplace because they are designed to remove the hazard at the source, before it comes in contact with the worker. Well-designed engineering controls can be highly effective in protecting workers and will typically be independent of worker interactions to provide this high level of protection. The initial cost of engineering controls can be higher than the cost of administrative controls or PPE, but over the longer term, operating costs are frequently lower, and in some instances, can provide a cost savings in other areas of the process.

#### 4.4.4 Administrative Controls and Personal Protective Equipment (PPE)

Administrative controls and PPE are frequently used with existing processes where hazards are not particularly well controlled. Administrative controls and PPE programs may be relatively inexpensive to establish but, over the long term, can be very costly to sustain. These methods for protecting workers have also proven to be less effective than other measures, requiring significant effort by the affected workers.

## 4.5 Life-Saving Rules

Identifying, examining, and avoiding dangerous activities can greatly eliminate the potential for injury or fatality and provide workers with a safety environment in which to conduct their work.

The Life-Saving Rules set out clear and simple “do’s and don’ts” covering activities with the highest potential safety risk. Based on the success and the positive impact on their safety performance, the Management at Powin has incorporated these mandatory rules into this safety program. The Life-Saving Rules do not replace or invalidate any other business, operational, or safety rules in force but are meant to enhance the current safety program.

The 11 Life-Saving Rules are:

1. Work with a valid work permit when required.
2. Verify isolation before work begins and use the specified life-protecting equipment (Personal Protective Equipment [PPE]).
3. Obtain authorization before entering a confined space or any space with hazards.
4. Obtain authorization before overriding or disabling safety critical equipment.
5. Protect yourself against a fall when working at height.
6. Do not walk under a suspended load.
7. Do not smoke outside designated smoking areas.
8. No alcohol or drugs while working or driving.
9. While driving, do not use a cell phone and do not exceed speed limits.
10. Wear seatbelts when driving or riding in a car.
11. Conduct gas tests when required.



Figure 5. Life-Saving Rules Icons

## 4.6 JSA Planning

*Reference: Energy Control Plan*

The Job Safety Analysis (JSA) is integral to ensure a safe work environment.

This requires the examination of all tasks involved with an activity on a site to determine where the potential for injury or harm could be present and to determine how to minimize or prevent any injury to employees or damage to the environment.

This analysis is documented on the Job Safety Analysis/Work Order form and is updated as needed to ensure all hazardous activities are identified immediately.

### 4.6.1 The Job Safety Analysis (JSA)/Work Order Form

The Powin Job Safety Analysis (JSA) & Work Order (WO) are merged into one document, Powin JSA/WO. The JSA/WO is equivalent to energized electrical work permit.

The Job Safety Plan is included within the JSA/WO Includes the following information:

- A description of the job and the individual tasks
- Identification of the electrical hazards associated with each task
- A shock risk assessment for tasks involving a shock hazard. (NOTE: Shock risk assessment is the process that identifies exposure to the potential electrical shock hazards, estimates the potential severity of a shock injury, estimates the likelihood of occurrence of this injury, then determines if protective measures are required and determines the appropriate protective measure to use.)  
*Reference: NFPA 70E 110.1(I), OSHA 1910.269(c)*

This action ensures safe work procedures are communicated, understood, and followed.

### 4.6.2 JSA/WO Form Input Instructions

Table 1 provides input descriptions for the fields on the Job Safety Analysis/Work Order form (POM-002-F01).

Table 1. JSA/WO Form Field Descriptions

FORM FIELD	DESCRIPTION
Date (DDMMYYYY)	The recommended method of showing the date to eliminate confusion. (Example: 10NOV2020)
	JAN = January
	FEB = February
	MAR = March
	APR = April
	MAY = May
	JUN = June
	JUL = July
	AUG = August
	SEP = September
	OCT = October
	NOV = November
	DEC = December

Table 1. JSA/WO Form Field Descriptions

FORM FIELD	DESCRIPTION
Purchase Order	#PO-XXXX issued to contractor. The partially completed JSA/WO form should also be included in the contracting and issuing of the PO.
Customer	The responsible party for whom Powin has a contractual responsibility.
Site Name	Should be the Kobold Station name (TX7 Flattop) and Station code (0070) (Example: TX7 Flattop – KCE0070).
Contractor	The approved 3 <sup>rd</sup> -party service provider to which the PO & JSA/WO have been issued. If Powin dispatches company technicians, then N/A is the input.
Activity	Short description of work to be perform for each task.
Complete	Documents listed to be completed by field technicians that are dispatched to site. These documents are to be included with the invoice as evidence of work completed and safety procedures have been followed.
JSA	<p>Includes:</p> <ul style="list-style-type: none"> <li>• Work task number,</li> <li>• Hazard associated with the task,</li> <li>• Risk control measures to mitigate the hazard which are found within the Powin Energy Control Program.</li> </ul> <p>Hazard Associated with Task</p> <p>Working within the Stacks expose the worker to electrical hazards such as arc flash and electrical shock. This work is also hazardous to those working in the direct vicinity of the stack where the work is being conducted.</p> <p>If for any reason the task being assigned is not documented within the ECP/Maintenance, then additional risk control measures are required to be identified.</p> <p>Risk Control Measures</p> <p>Risk control measures described within the ECP/Maintenance Procedure for the specific task being planned are documented.</p> <p>The risk control measures, such as the installation of work area barricades, are to be implemented anytime the DC combiner or Stack doors are to be opened (as an example).</p> <p>If for any reason the task being assigned is not documented within the ECP/Maintenance Procedure, then additional risk control measures are required to be identified.</p>
WO	<p>Includes:</p> <ul style="list-style-type: none"> <li>• Work task number</li> <li>• technical problem statement</li> <li>• Array number</li> <li>• BP number</li> <li>• Cell number if applicable</li> <li>• part item description</li> <li>• item number for part consumed listed</li> <li>• total man-hours spent on task</li> <li>• W=Warranty / S=Service</li> </ul>

Table 1. JSA/WO Form Field Descriptions

FORM FIELD	DESCRIPTION
	Much of this information is populated by Powin operations before work is initiated.
On-Site Tailgate Meeting	This section is to be discussed on site before work is to be performed.
Tech Prints Name	The technician's name that performed the work on site.
Approval(s) To perform the work while electrically energized	Signatures of staff approving energized work in accordance with EEWP put forth in NFPA 70E.




<b>POWIN</b>		<b>Job Safety Analysis/Work Order</b>											
<b>Customer:</b>				<b>Site:</b>				<b>Contractor:</b>					
<b>Service Report</b>													
<b>WO Date:</b>		<b>Project Code:</b>								<b>Service Report #</b>			
<b>Requested Date:</b>		<b>Project:</b>											
<b>Scheduled Date:</b>		<b>Document Type:</b> <input type="checkbox"/> Installation <input type="checkbox"/> Warranty (ONLY) <input type="checkbox"/> LTSA Scheduled <input type="checkbox"/> LTSA Unscheduled											
<b>Confirmed Date:</b>		<input type="checkbox"/> Billable <input type="checkbox"/> CMA and Extended Warranty <input type="checkbox"/> Indirect <input type="checkbox"/> Training											
<b>SR Date:</b>		<b>Document Reference</b>											
		<b>Customer Reference #:</b> PO#						<b>Powin PO #:</b>					
		<b>Customer Report #:</b>											
<b>Powin Document References:</b>													
<input type="checkbox"/> Manual		<input type="checkbox"/> POM-002 Energy Control Plan						<input type="checkbox"/>					
<input type="checkbox"/> Safety		<input type="checkbox"/> POM-002-F02 (Door Access Checklist)						<input type="checkbox"/>					
<input type="checkbox"/> Work Instruction		<input type="checkbox"/> POM-002-F03 (Return-to-SVC Checklist)						<input type="checkbox"/>					
<input type="checkbox"/> Service Bulletin		<input type="checkbox"/>						<input type="checkbox"/>					
<input type="checkbox"/> Troubleshooting Guidelines		<input type="checkbox"/>						<input type="checkbox"/>					
<b>Service Request:</b>													
<b>TD#</b>	<b>Emp ID</b>	<b>From</b>	<b>To</b>	<b>Hrs.</b>	<b>Alarm Code</b>	<b>Work Type</b>	<b>Array</b>	<b>Stack</b>	<b>BP</b>	<b>Cell</b>	<b>Comment</b>	<b>F/U Req'd</b>	<b>CL F/U</b>
1													
2													
3													
4													
5													
6													
7													
8													
9													

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<b>POWIN</b>		<b>Job Safety Analysis/Work Order</b>											
<b>TD#</b>	<b>Emp ID</b>	<b>From</b>	<b>To</b>	<b>Hrs.</b>	<b>Alarm Code</b>	<b>Work Type</b>	<b>Array</b>	<b>Stack</b>	<b>BP</b>	<b>Cell</b>	<b>Comment</b>	<b>F/U Req'd</b>	<b>CL F/U</b>
10													
11													
12													
13													
14													
15													
16													
<b>Work Performed/Comments:</b>													
<b>Parts</b>						<b>Follow-up Required</b>							
<b>TD#</b>	<b>QTY</b>	<b>Part #</b>	<b>Description</b>	<b>Serial #</b>	<b>Location</b>	<b>TD#</b>	<b>Follow-up Item</b>				<b>Req. Part #</b>		
						<b>Clears Follow-up</b>							
						<b>TD#</b>	<b>Description</b>				<b>SR#-TD#</b>		

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Figure 6. Powin Job Safety Analysis/Work Order Form (POM-002-F01) Example (Pages 1 &amp; 2 of 6)



**POWIN**

Professional Organizational Workforce Improvement, Inc.


## Job Safety Analysis/Work Order

JOB SAFETY ANALYSIS (JSA)			
TD#	TASK	HAZARD	RISK CONTROL MEASURES
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

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**POWIN**

## Job Safety Analysis/Work Order

**ON SITE TAILGATE MEETING:**

ACTIVITY	COMMENTS
<b>IDENTIFY</b>	
Hazards/ such as weather or ?	
Voltage levels involved; are they specified in the ECP/Maintenance manual?	
Skills Required = Qualified and approved personnel only. Is this requirement met?	
Any "Foreign" (Secondary source) voltage source	
Any unusual work conditions	
Number of people needed to do the job. (At least two always required.)	
Available Incident energy (Refer to ECP/Maintenance manual)	
Arc Flash boundary/11' (Refer to ECP/Maintenance manual)	
Any evidence of impending failures	
<b>ASK</b>	
Can the equipment be de-energized?	
Are back-feeds of the circuits to be worked on possible?	
Is an energized electrical work permit required? (The JSA/WO meets this requirement.)	
Is a standby person required? Remote operator acts as standby, is additional personnel required?	
Is the equipment properly installed and maintained?	
<b>CHECK</b>	
Job plans/ Does ECP-Maintenance manual cover the job plan?	
Single-line diagram and vendors prints available?	
Safety procedures understood?	
Vendor information required?	
Individuals are familiar with the facility?	
<b>KNOW</b>	
What the job is	
Who else needs to know-communicate	
Who is in charge	

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3/16/2021

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Figure 7. Powin Job Safety Analysis/Work Order Form (POM-002-F01) Example (Pages 3 & 4 of 6)

<b>POWIN</b>		<b>Job Safety Analysis/Work Order</b>	
<b>ACTIVITY</b>	<b>COMMENTS</b>		
<b>THINK</b>			
About the unexpected event... What if?			
Lock-Tag-Test-Try			
Test for voltage -FIRST			
Use the right tools and equipment, including PPE			
Install barriers and barricades			
What else?			
<b>PREPARE FOR AN EMERGENCY</b>			
Is the standby emergency equipment available? Where is it?			
Where is the nearest telephone? Who makes the emergency call for help?			
What is the exact work location? Does remote operator know?			
How is the equipment shut off in an emergency?			
Are radio communications available? Or required?			
Is an AED available?			
Where is the first aid kit?			
Does a site-specific safety plan exist?			
<b>ADDITIONAL NOTES:</b>			
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<b>POWIN</b>		<b>Job Safety Analysis/Work Order</b>	
<b>APPROVAL(S) TO PERFORM THE WORK WHILE ELECTRICALLY ENERGIZED:</b>	<b>NAME:</b>	<b>SIGNATURE:</b>	
<b>ELECTRICALLY KNOWLEDGEABLE LEAD PERSON:</b>			
<b>FIELD SERVICE RESPONSIBLE:</b>			
<b>AUTHORIZED SERVICE PROVIDER RESPONSIBLE</b>			
<b>FIELD TECHNICIAN</b>			
<b>FIELD TECHNICIAN</b>			
<b>FIELD TECHNICIAN</b>			
<b>FIELD TECHNICIAN</b>			
<b>FIELD TECHNICIAN</b>			
<b>FIELD TECHNICIAN</b>			
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Figure 8. Powin JSA/WO Form Tailgate Meeting and Approvals (POM-002-F01) Example (Pages 5 & 6 of 6)

## 4.7 Legal and Other Requirements

Every location must comply with all applicable EHS regulations.

Legal and other requirements should be noted in site safety plans or in Job Safety Analysis/Work orders.

Requirements should be addressed at tailgate and safety committee meetings.

Compliance should be assessed at least annually.

Records of all compliance assessments should be maintained and reviewed as a part of an annual management review. Online access to legislation should be provided.

All employees must be aware of the applicable acts, codes, and regulations in force for the jurisdiction where the work is being performed. Work activities must be planned and performed within the framework and intent of these acts, codes, and regulations. See Section 4.7.1 for a list of the standards that apply to Powin Equipment.

### 4.7.1 Equipment Safety Compliance

Powin's cells, Stacks, and Enclosures collectively are compliant with the below standards.

Table 2. Current and expected compliance with various standards

STANDARD	DESCRIPTION
UL 9540A	Test Method for Evaluating Thermal Runaway Fire Propagation in Battery Energy Storage Systems
UL 1642	Standard for Lithium Batteries
UL 1973	Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications
UL 9540 (Field Certification)	Standard for Energy Storage Systems and Equipment
NFPA 855	Standard for the Installation of Stationary Energy Storage Systems
NFPA 1	Fire Code
IFC	International Fire Code
NEC 2017	National Electrical Code

## 4.8 Site-Specific Safety Plan

The Site-specific Safety Plan is required at each site to identify the policies and procedures that are specific to the site where the installation is being done. This includes:

- Site access
- Emergency Contact information
- Non-Emergency and follow up information
- Evacuation plans and procedures
- Hazard identification
- Risk Management
- PPE Requirements
- Hazardous energy control procedures
- Emergency response procedures
- Emergency Equipment
- Training and qualification requirements of employees and contractors who will be working at the site.

A template is available (GP-EHS-0-F01) for use to support this requirement.

**POWIN** 20550 Southwest 115th Avenue Tualatin, OR 97062 1 (855) 888-3659 powin.com

Document: [NAME OF SITE] (Rev 0) May 7, 2021

**[NAME OF SITE]**  
**SITE-SPECIFIC SAFETY PLAN**

**Table of Contents**

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3.0	Information	3
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3.2	Non-emergency / follow up	4
3.3	Evaluation	4
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4.1	Identifying Hazards	5
5.0	Risk Management	8
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6.2	Managing Hazardous Voltage & Arc Flash Hazards	8
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7.1	Qualified Personnel	14

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Figure 9. Site-Specific Safety Plan (GP-EHS-0-F01)

4.9 Environmental, Health, and Safety Leadership

Powin’s EHS Leadership is comprised of the following:

- Individual Leaders – All employees
- People Leaders – Supervisors and Managers
- Senior Leaders – Vice Presidents and Department Heads
- Executive Leaders – Members of the Board

Each group wears a different colored safety vest and each has different leadership roles concerning adhering to standards, communication, risk management and engagement.

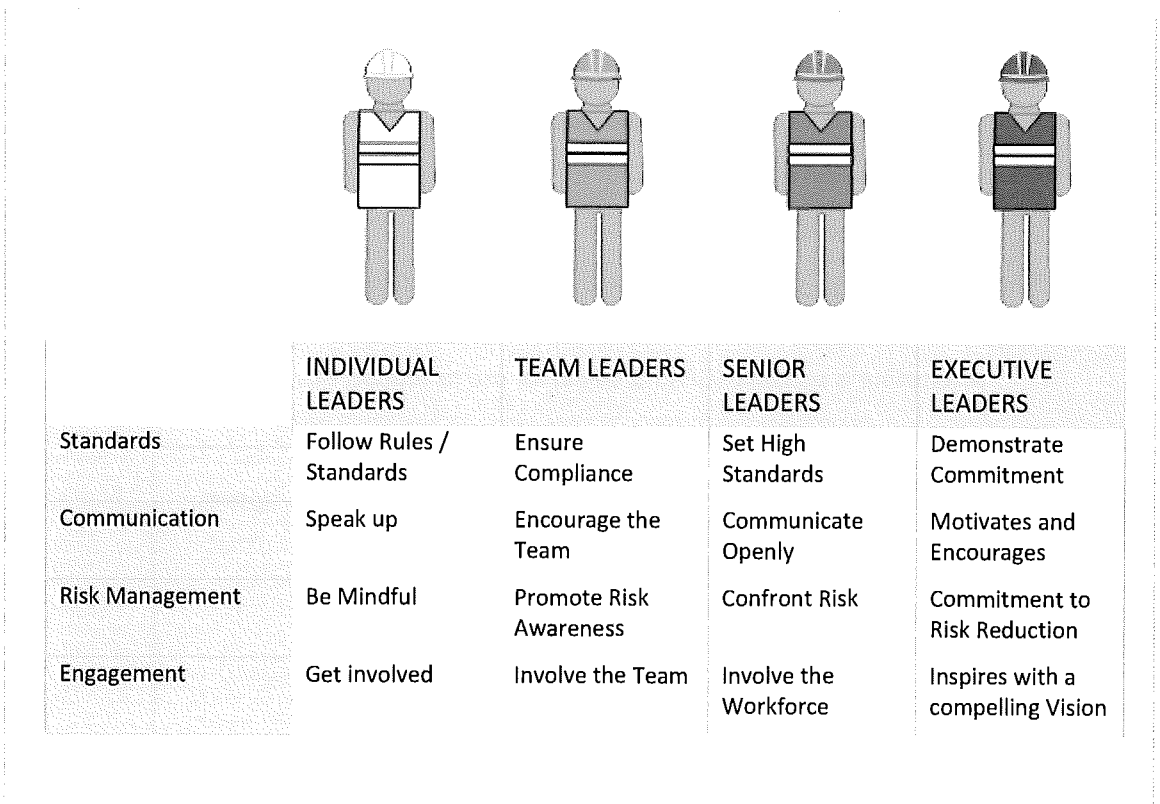
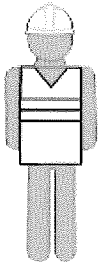


Figure 10. Powin Leadership Model

#### 4.9.1 Individual Leaders



Employees have a moral and legal responsibility to work safely. Within the limitations of their abilities and knowledge, they will protect themselves, fellow workers, the general public, and the environment from harm. Employees will, as much as reasonably practical:

- Be aware of and abide by governing regulations, as well as Powin and the prime contractors safe work practices.
- Attend safety meetings.
- Remove or correct and report hazards in the work place.
- Report any near misses, injuries or property damage incidents which occur on the job to the service supervisor.
- Wear and maintain personal protective equipment.
- Attend training courses as required by industry and Powin.

##### 4.9.1.1 Imminent Danger

Employee's "have the right to refuse to perform a task or work, if on reasonable and probable grounds, they believe that there exists an imminent danger to the health and safety of that worker"; or if "it may present a danger to another worker present", or inflict damage on tools and equipment.

If an employee refuses to perform work, they must report the refusal to work as soon as practical to the service supervisor or any immediate supervisor that is available.

On being notified of an "Imminent Danger" situation, the applicable supervisor or manager shall immediately investigate the matter and:

- Ensure the undue hazard or "Imminent Danger" situation is eliminated without delay.
- Ensure no worker is assigned to use or operate the tool, appliance, or equipment or to perform the undue hazard or "Imminent Danger" work until the hazard has been eliminated.
- Prepare a written report of the worker's notification, the investigation and action taken.
- Provide the worker who refused to perform the work or operate the tool, appliance, or equipment with a copy of the report.

A worker who refuses to carry out a work process or operate a tool, appliance, or equipment due to an "Imminent Danger" situation shall not be discriminated against, shall not be subject to loss of pay and shall not be subject to disciplinary action in accordance to the OSHA standard.

##### 4.9.1.2 Contractor Responsibilities

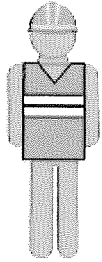
All contractors hired by Powin will be familiar with the legislative requirements of their service and industry standards. Contractors and subcontractors will make every effort reasonable, to;

- Provide equipment capable of completing the contracted work.

- Provide fully trained competent supervisors and workers.
- On request, provide documentation of liability insurance, workers compensation coverage, and specific licenses and training certificates.

The contract/subcontract company and its workers are expected to observe all safety practices and procedures and assume Powin goal of excellence in Health, Safety and Environmental performances.

#### 4.9.2 Team Leader



Team Leaders are responsible for:

- Ensuring compliance
- Encouraging the team
- Promoting risk awareness
- Involving the team

##### 4.9.2.1 Management Responsibilities

Management must ensure as reasonably as practicable, the health and safety of employees and other workers present at the worksite and involved in the work being carried out by Powin employees.

Overall responsibility for Health and Safety rests with the Chief Executive Officer, but each individual has the responsibility to ensure their safety and the safety of other workers on a job site.

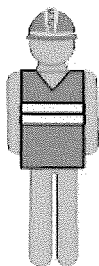
##### 4.9.2.2 Supervisor's Responsibilities

The Supervisor's responsibilities include ensuring the Life-Saving Rules are followed, the employee responsibilities, plus additional duties for the safety program management. They are the immediate manager in the field and have a duty to:

1. Make sure workers know what is expected of them and are prepared to deal with hazards of their job or workplace.
2. Enforce safety rules.
3. Encourage peer-to-peer interventions and observations.
4. Ensure training needs are recognized and met.
5. Recognize and ensure unsafe behavior or conditions are corrected immediately.
6. Document and report unsafe practices and procedures.
7. Hold pre-job meetings to review procedures, safety rules, and emergency procedures.
8. Ensure accidents and injuries are reported within the specified time.
9. Investigate incidents and accidents that happen to their work crew.
10. Set a good example by working safely and by following safe work procedures.



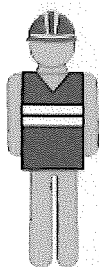
### 4.9.3 Senior Leaders



Senior Leaders are responsible for the following:

- Setting high standards
- Communicating openly
- Confronting risks
- Involving the workforce

#### 4.9.3.1 Executive Leaders



Executive Leaders are responsible for the following

- Demonstrating commitment
- Motivating and encouraging
- Committing to risk reduction
- Inspiring with a compelling vision

#### 4.9.3.2 Safety Committees

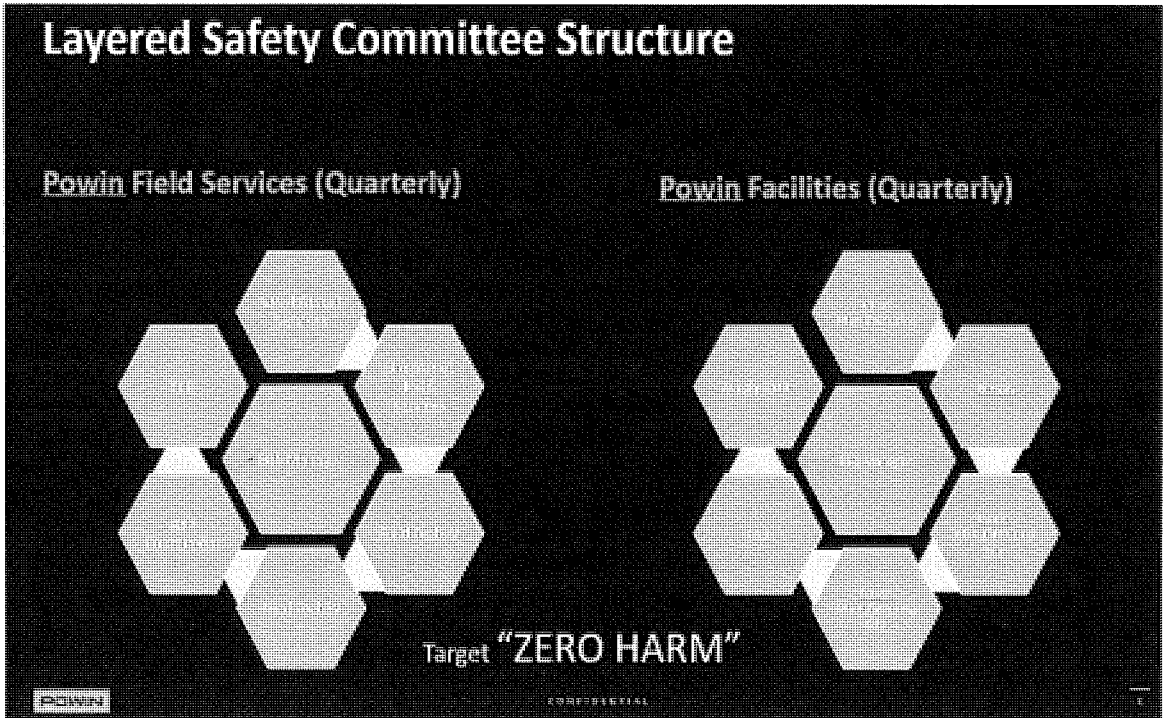
All employees are encouraged to participate in safety committees. Powin's layered approach to safety committees is similar to its approach to battery safety. Facilities will hold a quarterly or monthly safety meeting and the results of these meetings will be discussed at a quarterly executive safety steering committee.

Each SVP, VP and Department Head should attend a quarterly Executive Safety Steering Committee (ESSC) to review safety metrics, customer concerns, any change management issues and review high level incidents (injuries, lost time, property damage, quality concerns). Meeting minutes stored in Intelex.

Monthly Safety Meetings with employees based out of Tualatin facility. Meeting to address unsafe conditions, unsafe acts, employee concerns and facility emergency response plans. Meeting minutes stored in Intelex.

Field services quarterly meeting will have a portion of the meeting dedicated to safety issues, PPE, procedures, customer concerns etc. Director to run meeting with EHS as facilitator. Meeting minutes stored in Intelex.

Powin facilities to hold a quarterly meeting with the VP of manufacturing running the meeting and EHS as a facilitator. Focus will be on compliance, unsafe conditions, unsafe acts and conformance to policies and procedures. Meeting minutes stored in Intelex.



## 5.0 Environmental, Health, and Safety Procedures (Safety Assessment)

This section defines the safety procedures to ensure a safe working environment and appropriate mitigation plans should Emergency situations occur.

### 5.1 Incident Definitions

Life Incident = Fire resulting in 50% or more loss, Arc Flash, Arc Blast, Fatality, Recordable Injury requiring emergency medical services

First Aid = Basic medical care like a bandage to someone experiencing a sudden injury or illness is known as **first aid**. In other cases, **first aid** consists of the care provided to someone with a minor injury. If the injury is beyond first aid it is a recordable injury.

Property Damage = damage or destruction of real or personal property, caused by negligence, willful destruction, or act of nature.

Near Miss =An unplanned event that did not result in injury, illness, or damage – but had the potential to do so.

#### 5.1.1 Incident Events

Incident Events include the following:

- Life Incident – with fatal exposure
- Employee Reporting for medical attention for workplace Injury/Illness.
- First aid
- Property Damage

##### 5.1.1.1 Notification and Containment (Step 1) (Immediate < 2 hours)

Within 2 hours, the following activities will take place:

- All events qualifying shall have notification of the listed individuals within Projects for qualifying events.
- Notification must be done by phone call to immediate supervisor and if unable to connect escalate through org chart. Upon connection, it's the role of the supervisor to ensure phone tree connects all members.
- Project Manager will report the case within Incident Management System (TBD) and assign visibility tasks to tree members to connect them to the case.

#### 5.1.1.2 Case Management (Step 2) (24 hours)

Within 24 hours, the following activities will take place:

- At 0700 PST the following day, use the INCIDENT DISTRIBUTION LIST in addition to site/project specific individuals to create a Teams meeting to review the incident as it has been reported.
- Call should be focused on assignment of Lead Investigator, Case Handler, PEARS, Initial Risk Assessment, and Immediate Actions.
- Alignments, resources, notifications, materials etc. necessary for the Case Handler and Lead Investigator will be authorized during this meeting.

### 5.1.2 Event Closure/Lessons Learned (Step 3) (2 weeks)

Within two (2) weeks, the following activities will take place:

- Meeting to ensure alignment and support the closure of action items
- Incident review completed by PM. Reviewing: Case Progress, Root Cause, Contributing Factors, Corrective Actions and Residual Risk Assessment of case
- Projects: Sr PM + VP PM + SVP PM to approve advancement for final submission and corrective actions
- Service: VP Field Service + VP Global Service to approve advancement for final submission

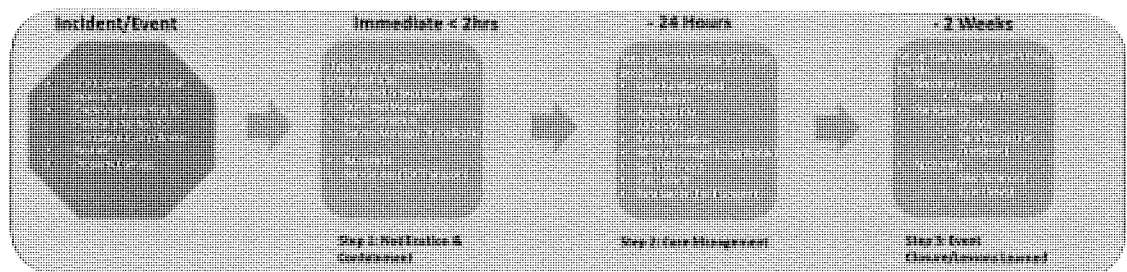


Figure 11. Incident Management Notification and Review Guideline - Projects

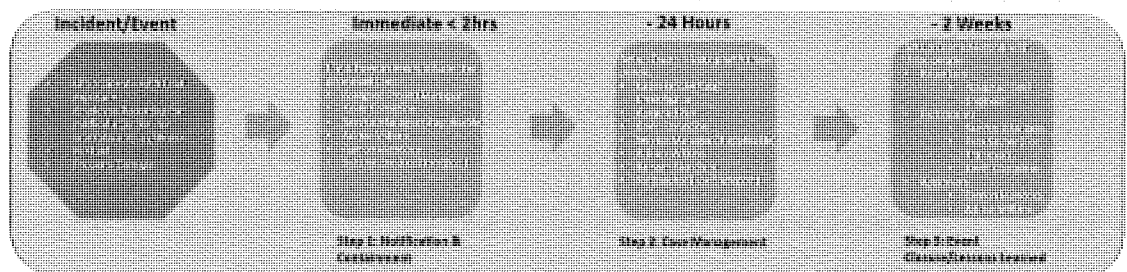


Figure 12. Incident Management Notification and Review Guideline - Service

## 5.2 Operational Control

Operational controls should be in place to effectively control and manage risks. All employees should be trained and assessed as competent in the operational controls relevant to their work.

The Powin Support Team and Remote Operations Monitoring center is available 24/7 to assist in assessing situations that activate the alarms. These teams will receive automatic notifications from the StackOS and will be available to coordinate the resolution or assist the first responders/fire department with resolution efforts.

Powin employees will use an EHS Software System to report incidents, close corrective actions, report on risk trends, and refine EHS objectives and targets. Employees will be able to enter near misses, incident information, and safety observations on their mobile devices.



### 5.2.1 Restricted Access

Access to the Powin Energy Storage System must be restricted to authorized, trained personnel who understand the hazards involved and precautions to be taken when working near hazardous voltage.

Access must be secured (i.e., locked and controlled by a designated, authorized person) and have appropriate signage to alert the entrant to the hazardous situation and identify the appropriate level of PPE required prior to entry.

For additional information see UL 1973, Section 6.41. PPE of the appropriate level must be put on prior to entry into the location.

### 5.2.2 Securing the Work Area

 Arc Flash Hazard	<b>WARNING: Arc Flash Hazard</b> Follow the requirements in NFPA 70E for safe work practices and appropriate PPE. Failure to comply can result in death or severe personal injury.
 Risques d'arc électrique	<b>WARNING: Risques d'arc électrique</b> Suivez les exigences de la norme NFPA 70E pour des pratiques de travail sécuritaires et une EPI appropriée. Le non-respect de cette consigne peut entraîner la mort ou des blessures graves.

Before opening the DC, Combiner and Stack doors make sure all unauthorized personnel are cleared from the work area.

Safety Barriers are always to be installed when the DC Combiner and Stack doors are opened. The Safety Barrier is to be 11 feet wide and extend 11 feet outward away from the front of the Stack. On some sites, the aisle way between the enclosures is exactly 10 feet so the aisle way would be blocked to all unauthorized personnel and to those not dressed in the appropriate PPE.

Safety Barriers can be created from various methods and material. Figure 13 shows one example consisting of posts with retractable belts displaying “Caution-Please Do Not Enter”.

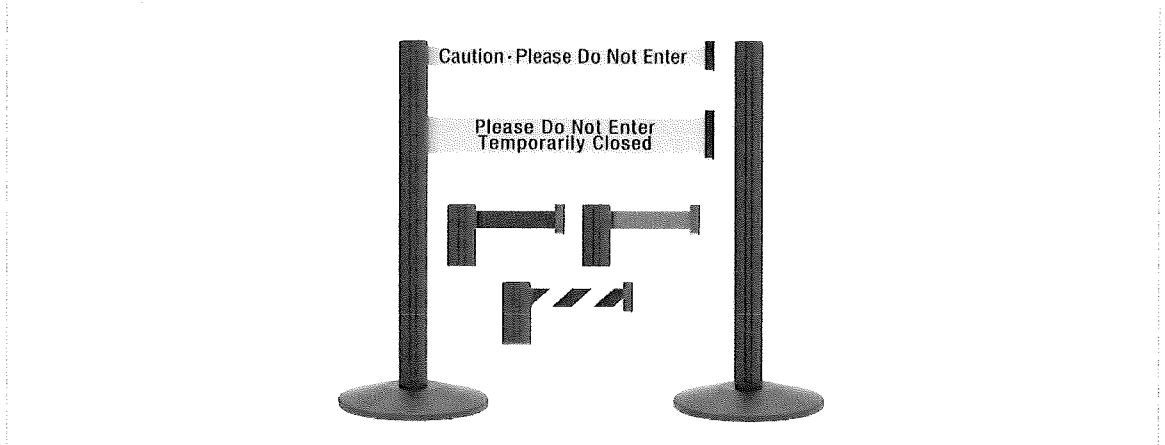


Figure 13. Safety Barriers for Securing the Work Area

### 5.3 Electrical Safety - Energy Control and Maintenance

*Reference: POM-002 Energy Control Plan*

Working with Powin Equipment means working with multiple sources of potentially hazardous energy. Great care must be observed when working around this equipment. ONLY TRAINED EMPLOYEES OR APPROVED TECHNICIANS ARE APPROVED TO WORK ON OR AROUND THIS EQUIPMENT.

Figure 14 provides an overview of the BESS energized circuits that may require Lockout/Tagout (LOTO) procedures, depending on the scope of the work.

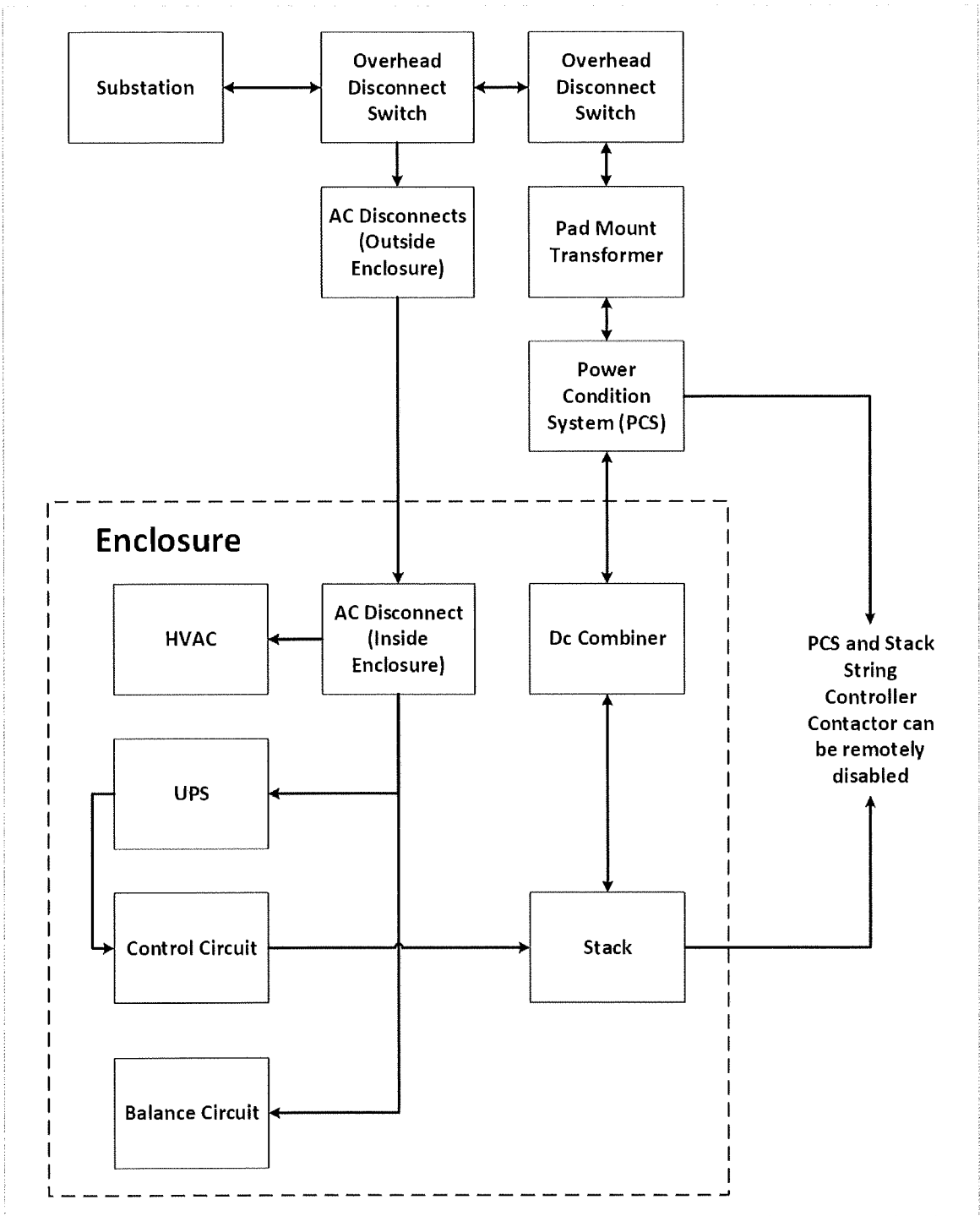


Figure 14. BESS Energized Circuit Overview

## 5.4 Lockout/Tagout General Information

During the servicing and maintenance of machines and equipment, the unexpected startup or release of stored energy can result in serious injury or death to workers. To minimize the risk of injury or death, Lockout/Tagout (LOTO) procedures are used.

### 5.4.1 Management Responsibilities

1. Evaluate the potential hazards of specific equipment, create safe work procedures, and issue energized electrical work permit (JSA/WO) as required per OSHA 1910.333, 269 (a) (1) (ii) (B) and NFPA 70E 130.2 (B).
2. Establish a written program for hazardous energy control.
3. Establish, document, and implement the safety-related work practices and procedures and provide employees with training in the employer's safety-related work practices and procedures per NFPA 70E 105.
4. Communicate with contractors regarding the company's Lockout/Tagout Program and exposures.
5. Train employees (3 levels: Authorized, Affected, and Other).
6. Maintain training records.
7. Verify Lockout/Tagout application process.
8. Account for new equipment and processes using a Change Management process.
9. Establish group lockout process as needed.
10. Implement Lock Removal for Absent Employee procedures.
11. Perform annual and periodic inspections and audit of each authorized employee for adherence to safe work procedures and hazardous energy control per OSHA 1910.147 (c) (6), OSHA 1910.269 (a) (2), and NFPA 70E 110 (k).
12. Account for shift and personnel changes, as needed or required.
13. Complete a Risk Assessment for all intended work on BSSE systems and update whenever there is a change to the system that affects the incident energy or substitution of key components.
14. Communicate the results of the Risk Assessment with all authorized and affected employees, initially and whenever there are changes.
15. Provide all the necessary LOTO equipment and PPE.
16. Communicate the following with appropriate workers:
  - a. Known hazards that are covered by this standard, that are related to the contract employer's work, and that might not be recognized by the contract employer or its employees, and
  - b. Information about the employer's installation that the contract employer needs to make the assessments required by NFPA 70E 110 (A), (H), OSHA 1910.269 Appendices B and E, OSHA 1910.147, and OSHA 1910.137.



### 5.4.2 Lockout Devices

1. Lockout device must include a lock, either keyed or combination.
2. The lockout device must include a method of identifying the individual who installed the lockout device.
3. Lockout devices must be attached to prevent operation of the disconnecting means without resorting to undue force or the use of tools.
4. Tags shall be used in conjunction with a lockout device, the tag must contain a statement prohibiting unauthorized operation of the disconnecting means or unauthorized removal of the device.
5. Whether keyed or combination locks are used, the key or combination must remain in the possession of the individual installing the lock or the person in charge.
6. Lockout devices shall be suitable for the environment and for the duration of the lockout.

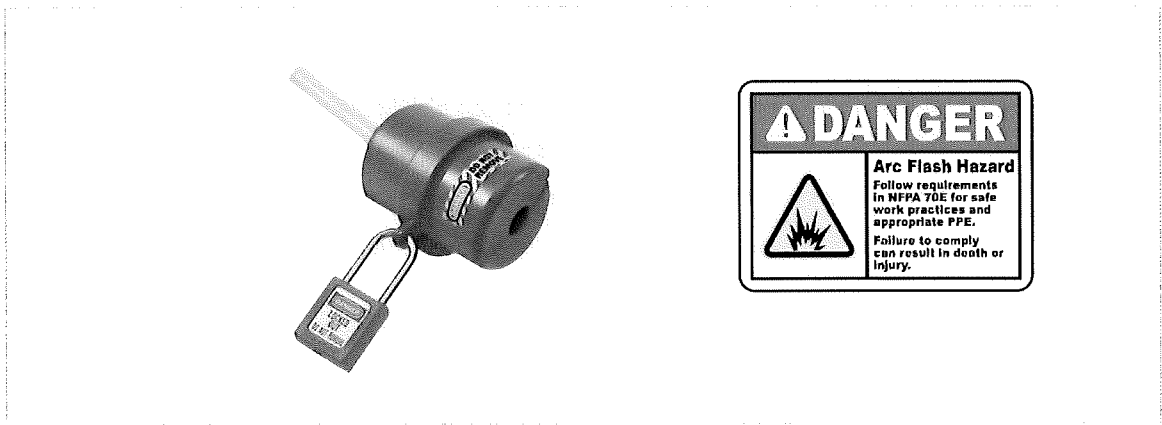


Figure 15. Master Lock Safety Series No. 487 LOTO Device

### 5.4.3 Tags Without Locks

1. Tags will always accompany LOTO specific locks, unless:
  - If locks cannot be used, tags must be supplemented by other means to ensure an equivalent level of safety to that of a lock application (Example: removing a control switch, circuit breaker, or valve handle).
  - Where locks are not used, the supplemental means (and its written procedure) must be reviewed with each authorized and affected employee at least annually.
2. The tag must be affixed to the location a lock could have been placed and use of other isolating means noted per OSHA 1910.147(c) and NFPA 70E 120(D).

#### 5.4.4 Release from LOTO or Restoring Equipment to Service Tags Without Locks

1. Check the work area to ensure that tools and other non-essential items have been removed and that the Battery Energy Storage System (BESS) equipment components are intact.
2. Check the area to ensure that employees have been safely moved away from the work area.
3. Remove the lockout/tagout device(s). Re-energize the BESS equipment.  
NOTE: the removal of some forms of blocking may require re-energizing of the equipment before safe removal. Notify area employees that the servicing or maintenance work is completed, and the BESS is ready for use.

#### 5.4.5 Lock Removal for Absentee Employee Process

1. Each LOTO device shall be removed from the energy isolating device by the employee who applied the device.
2. When the Authorized Employee who applied the LOTO device is not available to remove it, the device may be removed under the direction of a single designated person at the company provided this designated person follow specific procedures. At a minimum, these include:
  - Verification that the Authorized Employee who applied the device is not at the facility
  - Efforts are made to contact the Authorized Employee to inform them that their LOTO device has been removed
  - The Safety Officer will either serve as the responsible person or management will designate an individual to serve in this capacity.

#### 5.4.6 LOTO Tag Application

1. Use only company-approved LOTO locks, tags, blocks, and other devices.
2. Attach tags with nylon cable ties or an equivalent strength material.
3. Attach tags to the locks.

#### 5.4.7 LOTO Tag Information

Tags will contain the following information:

- Name of equipment being secured
- Name of person securing
- Date of application (securing)
- How to contact person securing
- Reason for being secured (e.g., taken out of service, repair, etc.)
- Tags must include a statement such as “Do Not Start”, “Do Not Open”, “Do Not Close”, “Do Not Energize” or “Do Not Operate”

#### 5.4.8 LOTO Training

1. Affected employees must be trained and familiar with:
  - Purpose and use of the ECP
  - General electrical safety hazards and precautions when working around the BESS systems
  - Emergency rescue, CPR and general first aid training
2. Training must occur initially and when there is a recognition of a lack of competency.
3. All training must be documented and measure competency.
4. Others must be informed of this ECP program and to adhere to all warning and barricades established to create safe boundaries.
5. All must be trained:
  - to understand the specific hazards associated with electrical energy, safety-related work practices, and procedural requirements, as necessary,
  - to provide protection from the electrical hazards associated with their respective job or task assignments,
  - to identify and understand the relationship between electrical hazards and possible injury.
6. Training must include using and maintaining PPE.
7. The training must include an assessment as to the competency of the employee using exams, observation, or a combination of both per NFPA 70E 110.1(H).
8. Training shall be verified annually per NFPA 70E 110.2, OSHA 1910.269 (a)(2), (b), (d), OSHA 1910.147(c), and OSHA 1910.132(f), 332.

#### 5.4.9 Risk Assessment Process

1. The Risk Assessment process will address employee exposure to electrical hazards and the processes to follow before work is carried out.
2. It must address human error and the negative consequences of that error.
3. It will outline the risk controls following the hierarchy of controls (i.e., elimination, substitution, engineering controls, awareness, administrative controls, and PPE).
4. It will address the frequency and consequence for each exposure.
5. Results of the Risk Assessment must be documented and available to all employees.

The risk assessment process should be carried out using 5 steps:

- Identify the hazards of the work to be performed.
- Decide who might be harmed and how.
- Evaluate the risks and decide on controls and precautions.
- Record and communicate your findings and implement them.
- Review your assessment before completing the task and update if needed.

## 5.5 LOTO Process and Safe Work Procedure

### 5.5.1 Overview

Figure 16 illustrates several elements that lead to accessing the enclosure, opening the enclosure, and closing the enclosure doors in which the BESS Stacks and electrical circuits are housed.

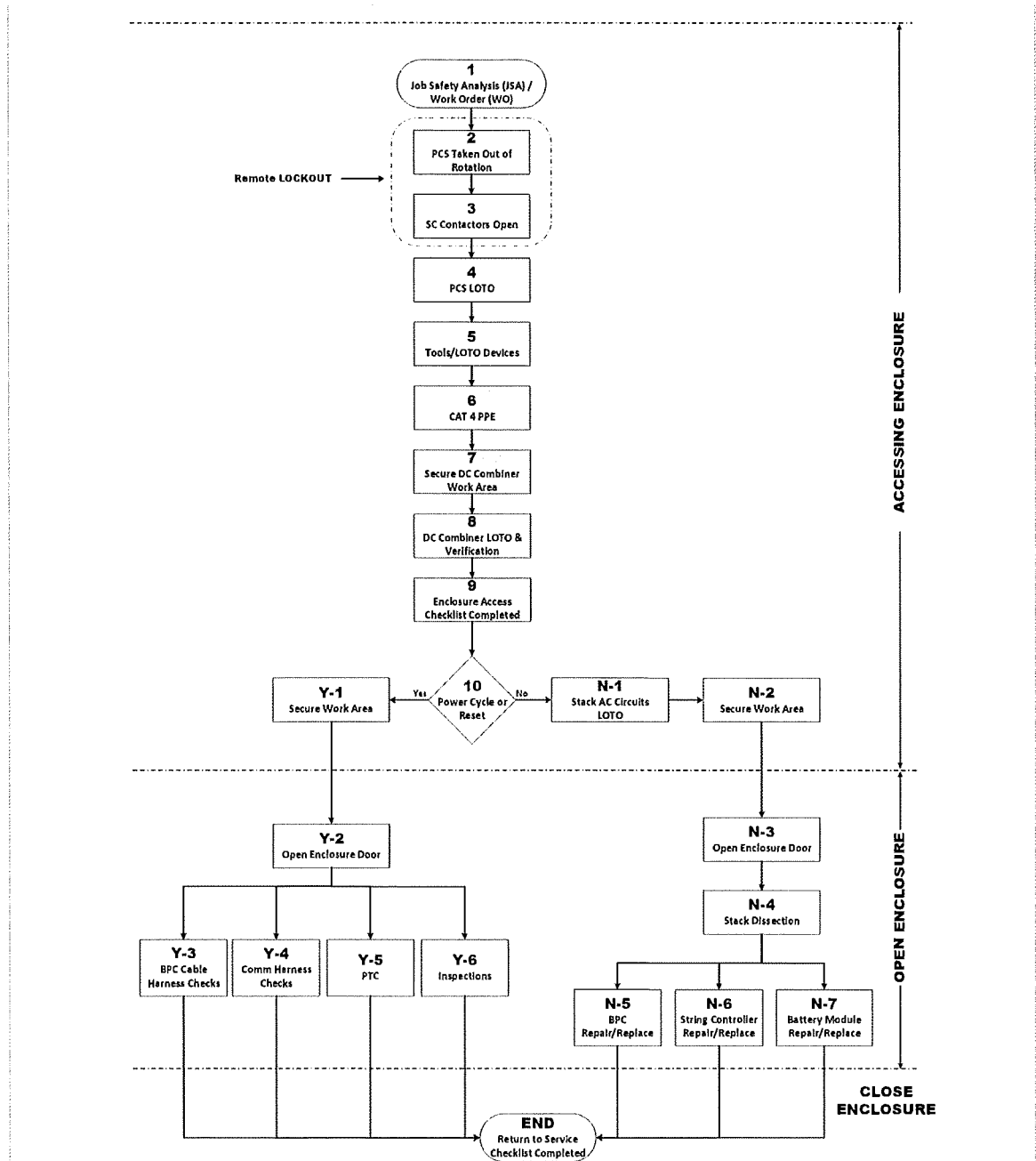


Figure 16. LOTO Process Overview

## 5.5.2 Required Documentation

The following items are required as part of the LOTO Procedure. These documents are summarized below and further explained in the sections relating to the tasks that require them.

### 5.5.2.1 Job Safety Analysis/Work Order (JSA/WO)

The Job Safety Analysis/Work Order (JSA/WO) (POM-002-F01) is to be issued before field staff are dispatched to site. This is equivalent to an Energized Electrical Work Permit. This document is filled out at the site level and returned to Powin Operations after being completed. This form includes the information to be covered at the on-site tailgate meeting.

See Section 4.6 for instructions for completing the JSA/WO form. See POM-002-F01 for a usable copy of this form.

### 5.5.2.2 Enclosure Door Access Checklist

To ensure safe work practices are adhered to as per the Energy Control Program, the Enclosure Door Access Checklist (POM-002-F02) has been created. The Enclosure Door Access Checklist is to be followed and signed off by field staff to ensure field staff have formally acknowledged the LOTO and communication steps required and found within the ECP before commencing with Stack work. See Figure 17 for an example of this form. See the Energy Control Plan for detailed information about this task. See POM-002-F02 for a usable copy of this form.

Powin Enclosure Door Access Checklist				
Performed by:			Date of Access:	
Validated or Monitored by:			Enclosure #:	
Stack Type: <input type="checkbox"/> Stack225 <input type="checkbox"/> Stack230P <input type="checkbox"/> Stack230E <input type="checkbox"/> Stack360P <input type="checkbox"/> Stack360E <input type="checkbox"/> Stack750E			Stack #:	
Battery Cell Manufacturer: <input type="checkbox"/> CATL <input type="checkbox"/> EVE			Array #:	
ITEM #	ITEM DESCRIPTION	DATE (DMY)	TECH NAME (PRINT)	TECH INITIAL
1	Field Technicians receives JSA/WO before being dispatched			
2	Field Technicians receives and signs JSA/WO onsite			
3	Field Technicians calls for clearance			
4	Site Clearance granted by (Remote Operator)			
5	PCS remotely taken out of rotation by (Remote Operator)			
6	String controller contactors opened remotely by (Remote Operator)			
7	PCS LOTO (Onsite)			
8	Refer to the LOTO Process Overview Flow Diagram (Figure 15- page 34 in the ECP) to determine if ITEM # 9 (below) is required or not			
9	Control Room AC Load Center LOTO			
10	All required tools on hand			
11	Field Technicians are wearing CAT 4 PPE			
12	DC Combiner LOTO & Verification complete			
13	Field Technicians communicate to Operator all required LOTO and verification is in place, and Technicians are toolted and wearing required PPE.			
Notes/Comments:				

POW-002-F02 Powin Enclosure Door Access Checklist (Rev 1) 3/13/2021


 **POWIN**

Figure 17. Enclosure Door Access Checklist (POM-002-F02) (Example)

### 5.5.2.3 Return-to-Service Checklist

Following the same policy described above, the Return-to-Service Checklist (POM-002-F03) has also been created. The Return-to-Service Checklist is to be followed and signed off by field staff to ensure they have formally acknowledged the LOTO and communication steps required and found within the ECP before demobilizing from site. See Figure 18 for an example of the form. See POM-002-F03 for a usable copy of the form.

Powin Enclosure Return-to-Service Checklist				
Performed by:			Date of Return to Service:	
Validated or Monitored by:			Enclosure #:	
Stack Type: <input type="checkbox"/> Stack225 <input type="checkbox"/> Stack230P <input type="checkbox"/> Stack230E <input type="checkbox"/> Stack360P <input type="checkbox"/> Stack360E <input type="checkbox"/> Stack750E			Stack #:	
Battery Cell Manufacturer: <input type="checkbox"/> CATL <input type="checkbox"/> EVE			Array #:	
ITEM #	ITEM DESCRIPTION	DATE (MMY)	TECH NAME (PRINT)	TECH INITIAL
1	Field Technicians complete the JSA/WO and submits to Powin Operations.			
2	Corrective action verified by remote operator.			
3	De-mobilize. Remote operator requests field staff to prepare site for de-mobilization.			
4	Stack Door Closed.			
5	Enclosure Door Closed and locked.			
6	Work Area Barriers Removed.			
7	AC LOTO removed and re-energized if applicable.			
8	DC Combiner LOTO removed and switched ON.			
9	PCS LOTO removed and switched ON.			
10	Field technicians communicate to operator that PCS and DC Combiner LOTO has been removed and switched ON. Onsite team is clear to resume site operation.			
11	Lead operator communicates to stakeholders that the site work is complete, field staff are clear, doors and gates locked, and the site is prepared to be released back to service.			
12	Plant is released to service and all systems are confirmed to be operating as expected.			
13	Complete.			
Notes/Comments:				

POM-002-F03 Powin Enclosure Return-to-Service Checklist Rev 1 3/23/2021


 **POWIN**

Figure 18. Return-to-Service Checklist (POM-002-F02) (Example)

All three working documents the Job Safety Analysis/Work Order Form (POM-002-F01), Enclosure Door Access Checklist (POM-002-F02), and the Return-to-Service Checklist (POM-002-F03) play an important role in supporting safe work practices on site. They are to be completed onsite and submitted to Powin Operations.

## 5.6 Fire and Thermal Event Safety/Prevention

*Reference: PE-Fire-Gas-2 Fire and Off-gas Emergency Procedure*

Fire prevention has been carefully designed into the Powin product line and fully tested for compliance to Regulatory Standards. Multiple types of sensors (such as Hydrogen, Smoke, and Heat) have been strategically placed throughout the Enclosures to detect potential hazards from off-gassing or overheating. Fire suppression systems are designed to engage quickly and efficiently to ventilate, suppress, or control emergency situations.

The Powin Support Team and Remote Operations Monitoring center is available 24/7 to assist in assessing situations that activate the alarms. These teams will receive automatic notifications from the StackOS and will be available to coordinate the resolution or assist the first responders/fire department with resolution efforts.

### 5.6.1 Prevention

The first line of defense against fire and thermal runaway is prevention. From cell to system, Powin designs its products with high quality hardware and software that work together to minimize the likelihood that any one failure will turn into a propagating thermal event.

#### 5.6.1.1 Cell

Powin uses only Lithium Iron Phosphate (LFP) batteries, which is the safest lithium-ion chemistry available today. LFP cells generally require temperatures at least 50°C higher than common oxide chemistries, such as NMC, to enter thermal runaway.

All UL 9540A testing to date on Powin products shows that thermal runaway in a single cell does not propagate to neighboring cells. The oxygen atoms in the cathode of LFP cells are not easily accessible as a fuel so higher temperatures are required to trigger a cascading thermal event in LFP cells than is generated by the cells themselves during thermal runaway.

Each cell includes a safety vent to provide a controlled release of internal pressure during abnormal conditions and a rigid aluminum exterior providing an added degree of protection against external impacts.

All cells used are designed and manufactured by top tier vendors for the purpose of stationary storage. Individual cells undergo rigorous inspection and safety testing prior to module assembly and are tested to UL 1642 or UL 1973.

#### 5.6.1.2 Stack & Enclosure

Powin's Enclosures are rated to IP 54 (NEMA 3R) and provide robust protection against environmental and physical exposures, ensuring the continued integrity of electrical components for the life of a system.



Powin provides comprehensive environmental controls to ensure proper temperatures and humidity, preventing corrosion and premature failure of electrical components. This requires coordinated control of Stack fans and HVAC that is made possible through a specialized enclosure controller developed by Powin's US-based engineering team.

- Conditioned HVAC supply air is ducted directly to the Stacks and boosted with fans capable of exchanging Stack level air 6-8 times per minute. If any cell temperature is outside of the normal operating range, HVAC and Stack fans will turn on and stay on until normal temperatures are achieved.
- Extensive CFD analysis and real-world testing shows that HVAC is sufficient to maintain cell temperatures in a safe range during all normal operating scenarios.

Stack-level fusing and automatic disconnects prevent electrical faults from propagating and minimize arc flash potential.

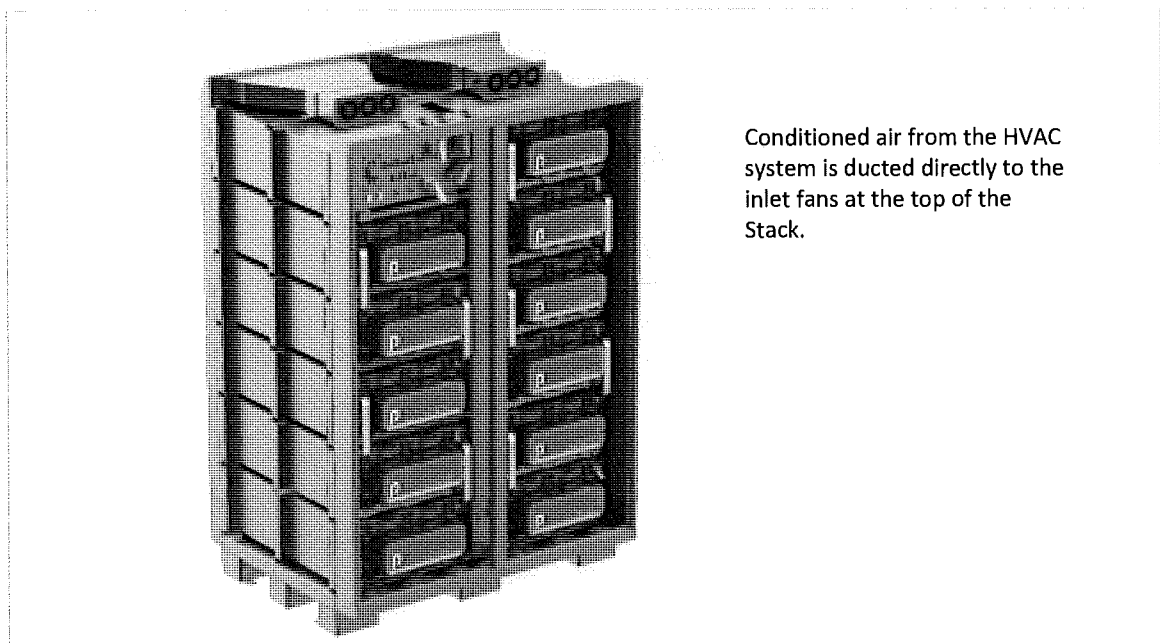


Figure 19. Stack230E shown with front doors removed.

#### 5.6.1.3 System Software

All software and firmware used in Powin systems is developed, tested, and managed in-house by Powin's US-based engineering team. We do not rely on software provided by foreign battery manufacturers or outsource software development to third parties.

The Korean government investigations into domestic ESS fires determined that a lack of information sharing between safety and control software (i.e., Battery Management System and Energy Management System), as well as erroneous charge/discharge processes, were contributing factors to the many unfortunate fires that occurred there over the past several years. Powin believes these

software deficiencies were largely the result of uncoordinated engineering efforts between multiple entities that traditionally "layer" software together to control energy storage systems.

Powin develops safety and control software in-house and can ensure adequate margin to safety *at the source code level*. For example, we can be assured that software controlling a Powin system will not violate cell voltage or current safety limits even before field testing, which has the potential to miss edge cases.

As part of the UL 1973 certification process, firmware at the Stack level is evaluated to ensure that Stacks can automatically protect themselves from unsafe conditions and disconnect from the DC bus.

## 5.6.2 Detection

All Powin systems are monitored in real time for correct operation down to the individual cell level by Powin's Remote Operations Center (ROC). This secure facility provides 24/7 monitoring and technical engineering support by phone or email across our entire global fleet. Detection measures exist not only to identify if a fire or thermal runaway event has occurred, but also if conditions are evolving that could lead to a potential thermal event. If an unsafe condition is detected, the ROC team and customers are notified through Powin's Alert Management System and mitigation measures are automatically initiated.

### 5.6.2.1 Cell Level Monitoring

The voltage and temperature of every cell in every Powin installation is monitored in real time by onsite software purpose-built to ensure system safety. These measurements, taken multiple times per second, automatically shut down the system and disconnect all Stacks from the DC bus if abnormal conditions arise.

Powin runs automated "cell health scans" daily across its global fleet to detect behavior that may indicate a current or impending failure. If these analyses identify any suspect cells, the Stacks containing those cells are removed from operation by Powin's ROC team or, if preferred by the customer, their own operations team. Cell data is interrogated and, in most cases, visual inspections are performed prior to replacement or return to service.

### 5.6.2.2 Fire & Off-Gas Detection

The status of all safety-related equipment, such as HVAC, gas detection, fire suppression, and ground fault detection, is monitored in real-time by the Powin ROC.

Powin Enclosures come standard with multiple pairs of redundant heat and smoke detectors that automatically trigger an aerosol-based fire suppression system and notifies the local fire authority. For more information, see Section 5.6.3.4, Fire Suppression.

Powin Enclosures come standard with two redundant and highly sensitive hydrogen gas detectors calibrated to detect hydrogen at 1% concentration, or 25% of the lower explosive limit (LEL). The hydrogen detectors trigger the HVAC system to ventilate the enclosure with fresh outside air. For more information, see Section 5.6.3.2, Emergency Ventilation.

All detection sensors and networking equipment are backed up by a 24-hr UPS, ensuring continued safety and visibility even with a loss of auxiliary power. Critical alarms related to fire or off-gas automatically shut down the system and disconnect all Stacks from the DC bus.

### 5.6.3 Mitigation

The primary hazard associated with Powin Stacks and enclosures is the uncontrolled combustion of explosive gases from cell(s) in thermal runaway, not large-scale fire caused by cells in thermal runaway. In the unlikely scenario that all preventative measures have failed to stop thermal runaway, the primary mitigation measures are intended to minimize the concentration of explosive gases released such that explosive levels are never achieved. Secondary mitigation measures are focused on preventing external events that could force cells into thermal runaway, such as a prolonged electrical fire.

#### 5.6.3.1 Module Design

Modules are isolated from each other by steel barriers which act as structural members and thermal barriers. All internal and UL 9540A testing to date demonstrates that these thermal barriers effectively stop thermal runaway from propagating from one module to another.

Relative to industry standards, Powin's modules contain few cells. In the improbable scenario of cell-to-cell thermal runaway propagation where an entire module is consumed, the amount of explosive gas release is minimized. Powin's modules contain between 8 and 10 cells, which represents approximately 3% of the cells in a Stack. For comparison, competitors' products utilizing the same form factor cell often contain upwards of 50 cells per module, meaning 5-6 times more explosive gas is released under the same scenario.

#### 5.6.3.2 Emergency Ventilation

UL 9540A testing indicates that hydrogen gas makes up approximately 50% of the explosive gas mixture released by an LFP cell in thermal runaway. The hydrogen detectors used in Powin's Enclosures are calibrated to detect hydrogen levels at 1%, well below the concentration necessary for an explosion.

If hydrogen is detected, the HVAC system enters Emergency Ventilation Mode and brings in fresh outside air at a rate of at least 3800 cfm, which is sufficient to fully exchange the air in a 53-ft Enclosure twice per minute. Stack level fans augment the HVAC at an even higher rate, ensuring explosive gases are quickly diluted and maintained below 25% of the LEL.

Emergency ventilation reverts to normal ventilation when hydrogen concentration drops below 1% and will restart if hydrogen exceeds the 1% threshold again.

In the case a fire alarm is activated, with or without fire suppression, Emergency Ventilation Mode and all HVAC functions will be overridden to stop airflow within the enclosures to prevent fueling the fire.

CFD and ventilation analysis by third-party firms support that even in the worst probable case of multiple cells entering thermal runaway, explosive gases are maintained below the lower explosive limit and compliance with NFPA 69 is maintained.

In the highly improbable scenario where all cells are affected by a propagating thermal event, analysis shows that the HVAC system can successfully vent gases and condition the environment to well below flammable temperature limits. This conclusion is predicated on worst case assumptions where many early-stage safety measures fail to operate as designed, including the Battery Management System (BMS).

Activation of emergency ventilation automatically triggers an Emergency Stop or "E-Stop", which immediately shuts down the system and disconnects all Stacks from the DC bus.

#### 5.6.3.3 Deflagration Panels

Compliance with NFPA 855 is achieved through use of a robust emergency ventilation system to maintain explosive gases well below lower explosive limits (i.e., NFPA 69 compliance). All testing and analysis to date on Powin systems shows that this emergency ventilation mechanism is sufficient to avoid an uncontrolled deflagration in a probable worst-case scenario where multiple cells enter thermal runaway sequentially.

For customers or AHJs that desire an additional passive layer of safety against uncontrolled deflagration, over-pressure deflagration panels can be added to the roof of Powin enclosures. Stainless steel non-fragmenting panels, which are not controlled or actuated in any way, are used to safely vent gases up and away from surrounding equipment and personnel.

The panels used are compliant with NFPA 68 Guide for Venting of Deflagrations and have a response rate to pressure shocks within 12-18 milliseconds.

#### 5.6.3.4 Fire Suppression

Powin performs extensive fire and abuse testing at its facility in the greater Portland, Oregon area and in third-party laboratories. In all UL 9540A testing to date on fielded products, while it has been possible to force a single cell into thermal runaway, those cells did not catch fire and thermal runaway did not propagate to neighboring cells.

All testing and analysis support that fires can only be caused by events external to the cells themselves, such as direct and prolonged exposure to a large electrical fire. Given this, the primary purpose of the fire suppression systems installed in Powin enclosures is to extinguish a fire that could force cells into thermal runaway, not to stop in progress thermal runaway.

By default, Powin installs Stat-X fire suppression in its enclosures, which is an aerosol-based system specifically design for enclosed spaces. Stat-X extinguishes fires by interrupting a fire's reaction pathway - specifically, 1–2-micron potassium particles are injected into the enclosure that eliminate the O, H, and OH free radicals required for the fire to continue. Stat-X is non-toxic, non-ozone depleting, and does not rely on displacing oxygen, therefore the enclosure need not be perfectly sealed for the system to be effective.

Activation of the fire suppression system automatically triggers an Emergency Stop or "E-Stop", which immediately shuts down the system and disconnects all Stacks from the DC bus.

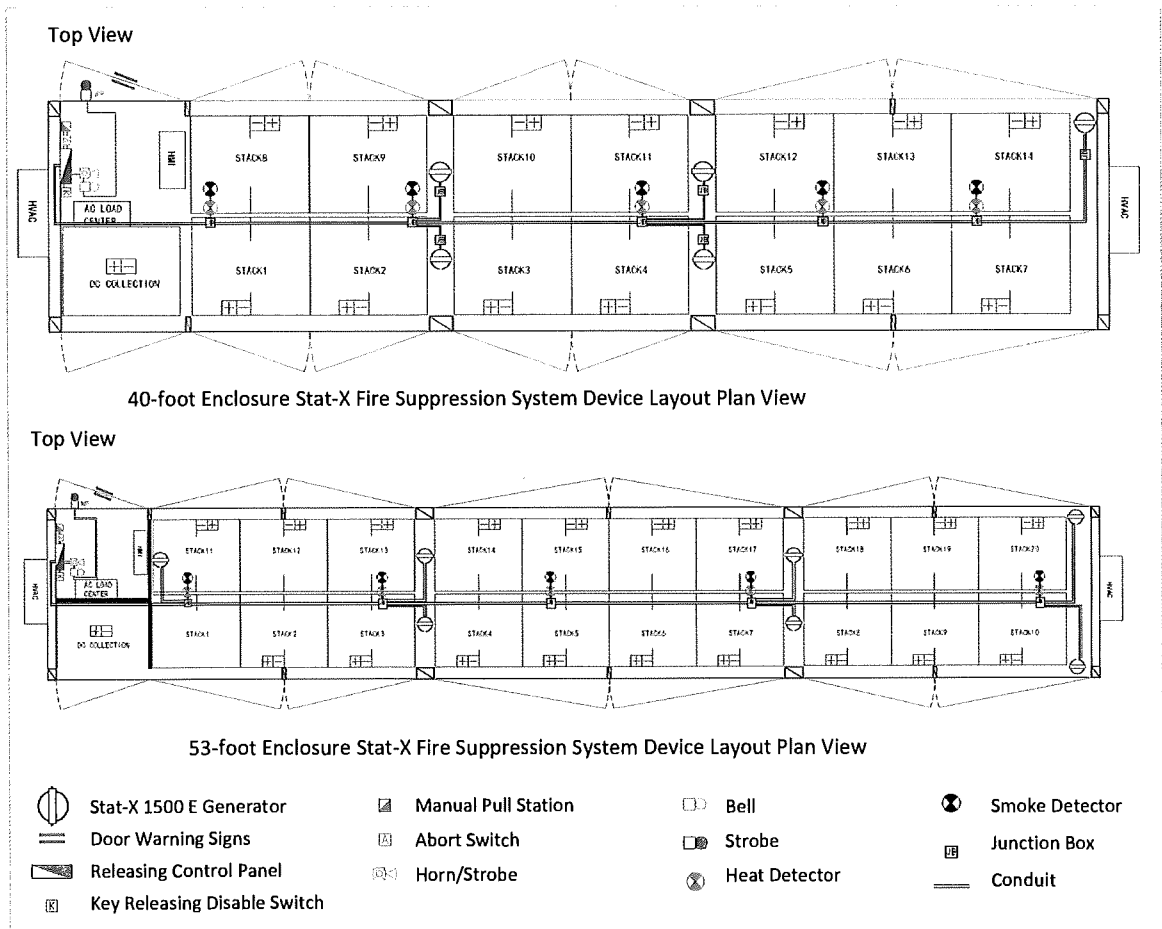


Figure 20. Stat-X Fire Suppression System Device Layout

#### 5.6.3.5 Site Design

Fires will not propagate from one enclosure to another or to surrounding areas. Powin's site designs require at least six (6) feet of separation from the adjacent enclosures and intentional setbacks from native fuels to provide a buffer for minimizing the likelihood of engaging materials beyond site boundaries.

#### 5.6.3.6 FDC Dry Standpipe

With the setbacks identified above, Powin enclosures can be safely installed in locations lacking access to water without worrying about the risk of multiple enclosures burning down should a fire consume one unit.

For customers or jurisdictions requiring water as a form of fire suppression, Powin enclosures come standard with two, 2.5" NPT dry standpipe connections on either end of the container that can be pre-plumbed.

- For a 40 ft enclosure populated with 14 Stack225/230s, the void space can be filled completely in 18-36 minutes based on water flow rates of 250-500 gpm.
- For 53 ft enclosure fully populated with 20 Stack225/230s, the void space can be filled completely in 25-50 minutes based on water flow rates of 250-500 gpm.

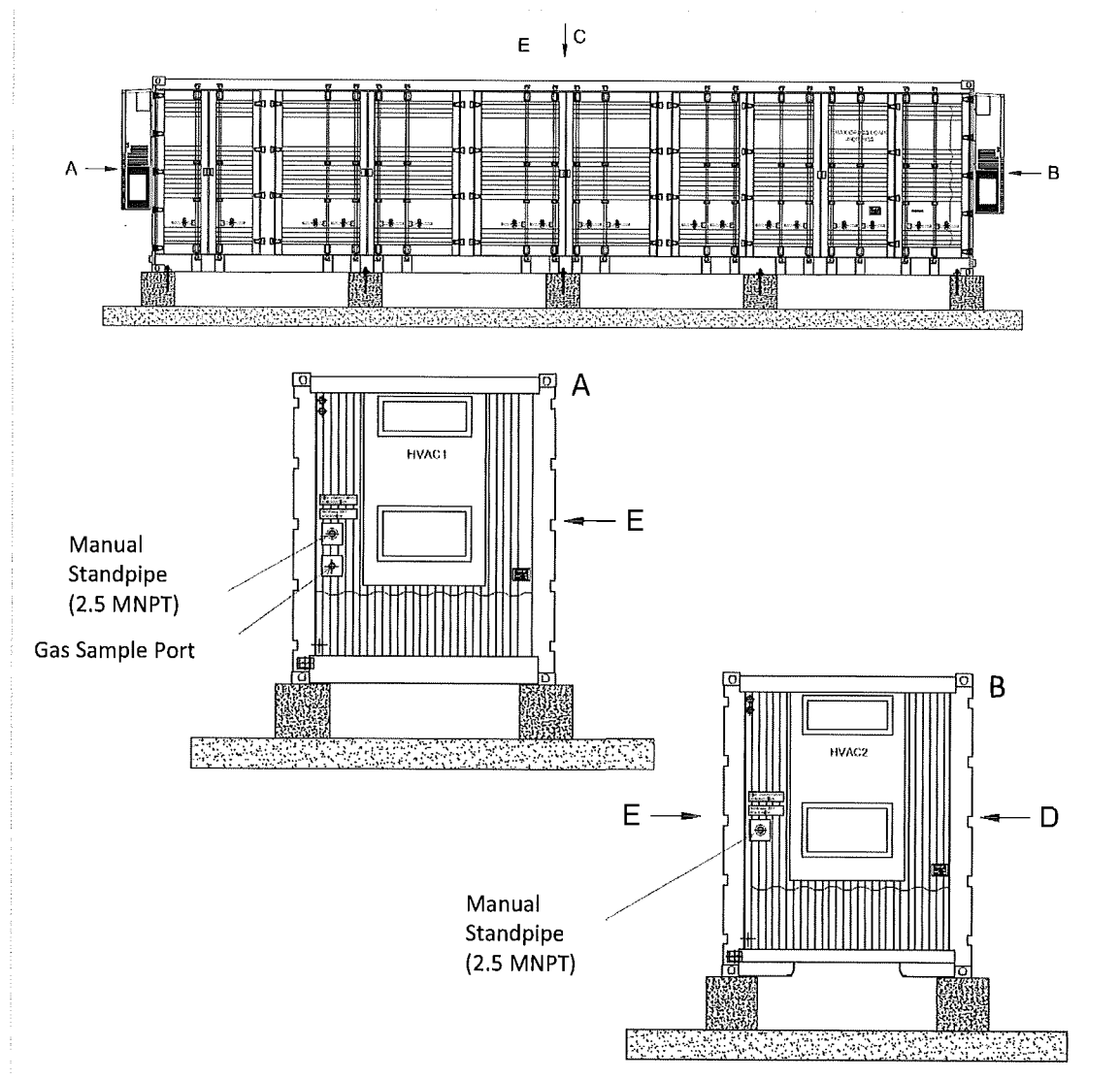


Figure 21. Location of Manual Standpipe and Sample Port for Gas Testing

### 5.6.3.7 Gas Sample Port

Powin Enclosures have a Gas Sample Port located at one end of the enclosure close to a Dry Standpipe. The purpose of the Gas Sample Port is to provide additional safety by offering a method of testing the composition of gases inside the enclosure before entering the enclosure. The Gas Sample Port is located on a 200 mm x 200 mm inset into the enclosure. A cap with an M56 thread must be removed before using a meter.

A typical meter used by Emergency Response Coordinators to measure the composition of gases is shown in Figure 22.

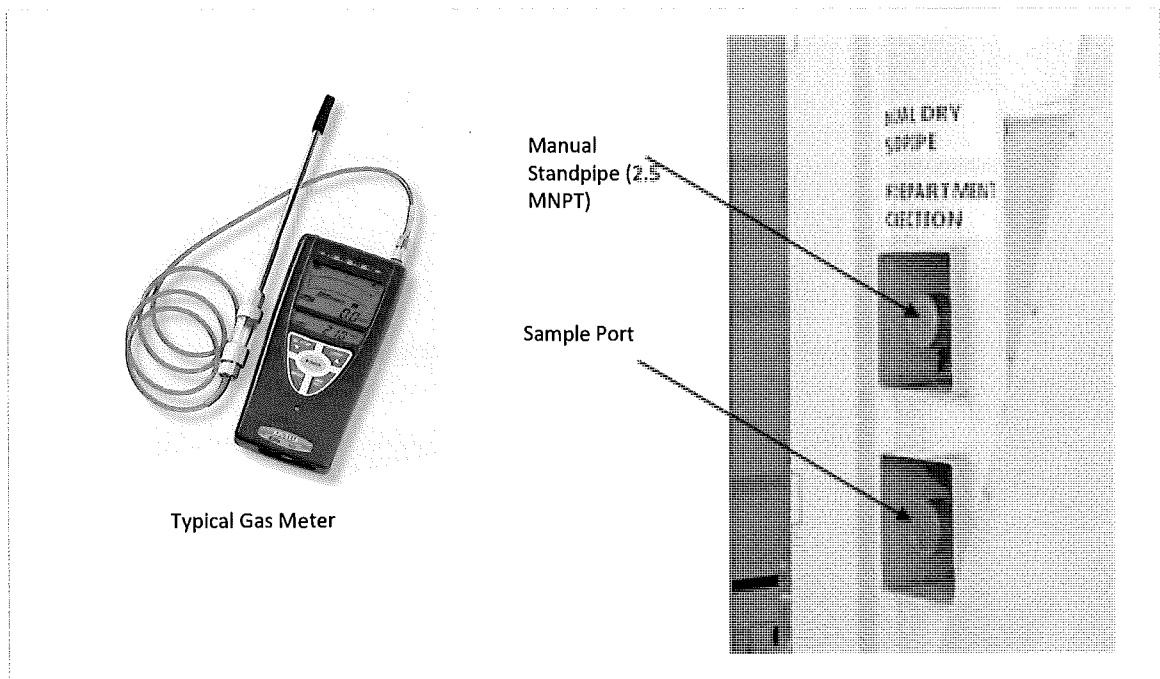


Figure 22. Typical Gas Meter used at the Powin Gas Sample Port

### 5.6.3.8 First Responder HMI

Starting in the second half of 2021, all Powin installations will come standard with the Powin for First Responders™ HMI. This screen, illustrated in Figure 23 and Figure 24, is intended to supplement onsite signage and enclosure-based horns and strobes. It will show First Responders the status of heat, gas, smoke, fire suppression, and communications for each enclosure and provide emergency procedures and contact information for Powin's ROC team.

The HMI can be installed anywhere onsite, such as a substation building or dedicated command center at the edge of the facility, and it receives data from the local network, so it does not require an internet connection to function properly.



Figure 23. Site-specific View of the Powin for First Responders HMI

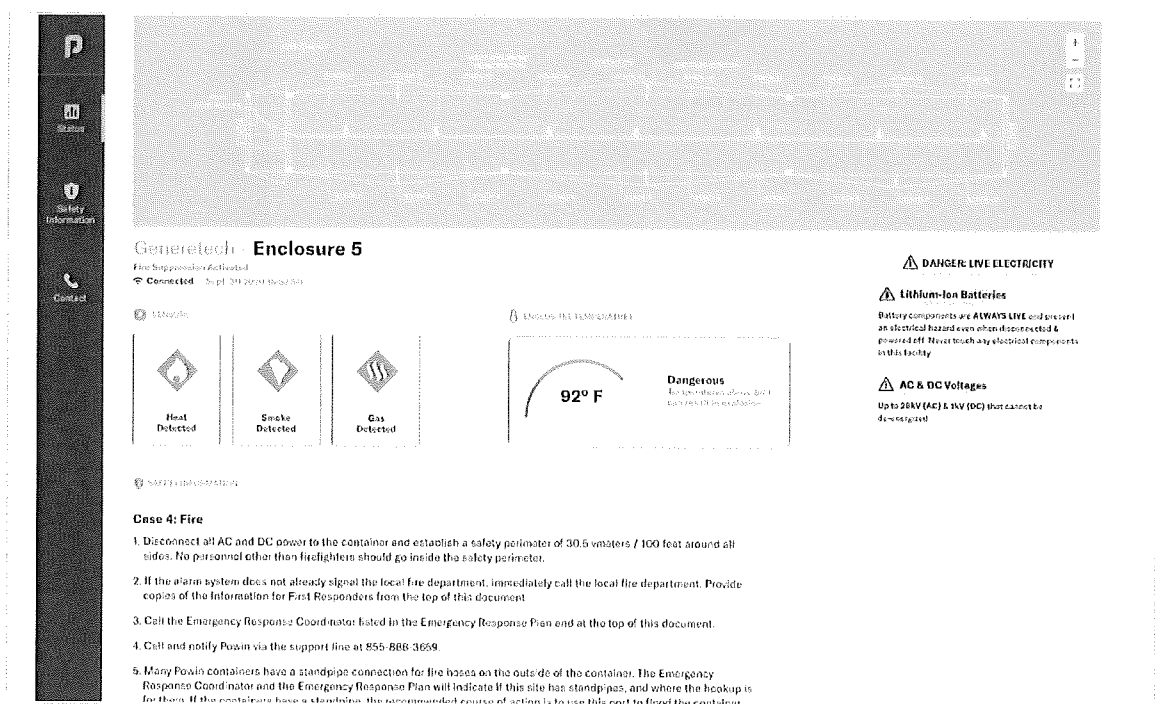


Figure 24. Enclosure Status Page of the Powin for First Responders HMI



## 5.6.4 Personnel Safety

Below are highlights of hardware and software safety measures beyond those discussed above that are specifically meant to protect personnel. For more information about Powin's safe work processes in the field, refer to the *Energy Control Plan* - the manual covers topics such as tools and equipment, PPE requirements, and lockout/tagout.

### 5.6.4.1 Stack-Level

Powin's Stack design greatly minimizes the need to connect live, high-voltage DC components during installation because, unlike traditional rack systems, the battery modules are pre-populated into Stacks when they arrive onsite.

Except for Stack225, all Stacks have a small exterior access door providing field service technicians useful safety and maintenance features without needing to open a full Stack door. In this access door, there are:

- A set of switches to manually disconnect a Stack from the DC bus and allow basic maintenance, limiting exposure to arc flash potential.
- A screen on each Stack that displays if a Stack is healthy or faulted and moving power or not, improving situational awareness.
- Each Stack has an externally viewable screen showing field personnel its operational state. Here, the Stack is healthy and disconnected from the DC bus for preventative maintenance.

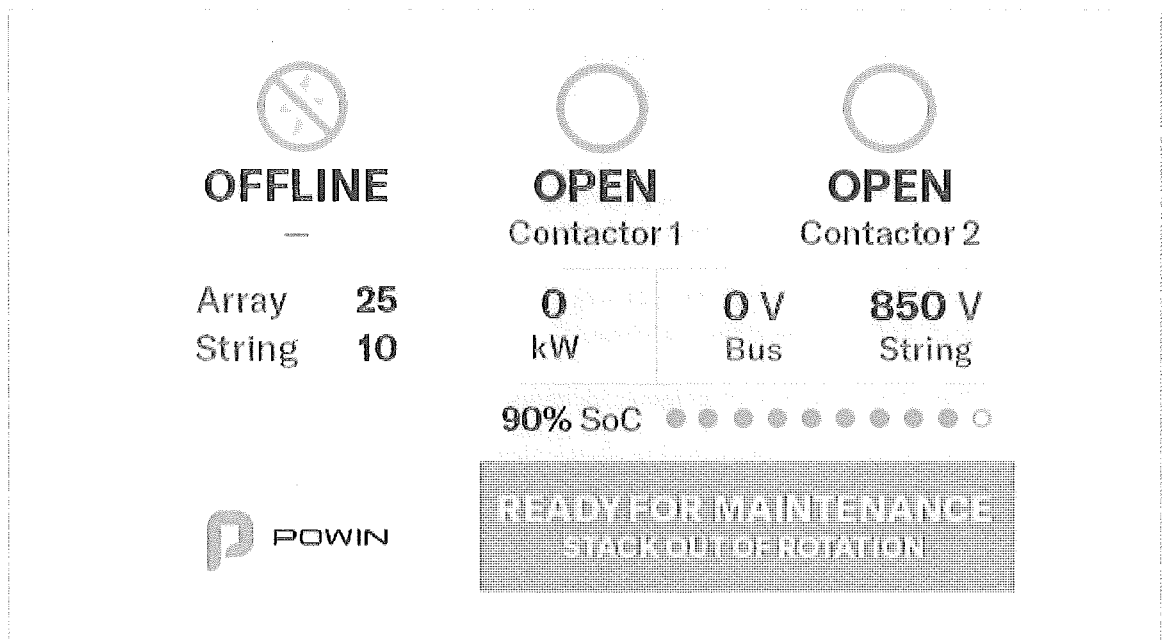


Figure 25. Status Screen

#### 5.6.4.2 Enclosure-Level

Enclosures are unmanned and designed to limit the possible interaction between field personnel and electrical components. For example, Stack doors are individually lockable to minimize arc flash potential and prevent touch access to energized components not in the immediate work area.

### 5.7 Control of Hazardous Energy/Isolation of Plant and Equipment

Reference: Energy Control Plan

### 5.8 Mobile Plant/Forklifts

Forklifts can only be operated by trained and licensed individuals.

Forklifts should be maintained and checked each day to ensure it remains safe for use.

Use of mobile phones is not permitted unless the forklift is stationary, in a safe position, with a brake applied.

Seatbelts are required while the forklift is in operations.

Risk assessments should be conducted prior to purchase, first use, after maintenance, repair, or modification.

### 5.9 Lifting Equipment

Routine lifting operations require a JSA/WO. A critical lift plan is used when a crane is performing a lift. When routine lifting is being performed using a forklift or pallet jack this is covered in a JSA or risk assessment.

Controls should be in place to protect workers from falling objects during lifting operations; this should include clearly defined and enforced exclusion zones.

A register of lifting equipment on site should be available. The register should include any harnesses, slings, hoists, come-alongs, or chains.

Lifting devices should be uniquely identified and regularly maintained and inspected.

### 5.10 Personal Protective Equipment (PPE)

All personnel are required to wear CAT 2 PPE clothing; a face shield is not required. In addition, full grain leather safety-toe boots, reflective vest, eye protection, and hard hats are also required. Before opening DC Combiner and Stack doors, CAT 4 PPE (40 cal/cm<sup>2</sup>) must be put on, no exceptions.

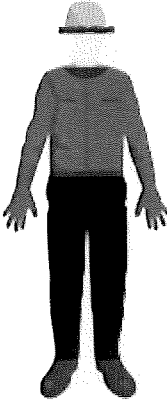
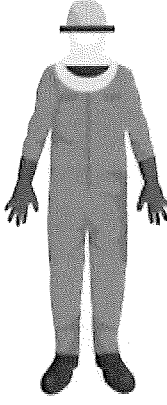
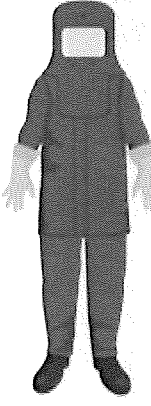

PPE CATEGORY 1	PPE CATEGORY 2
<p>Minimum Arc Rating of 4 cal/cm<sup>2</sup></p> <p>Arc Rated Clothing</p> <ul style="list-style-type: none"> <li>• AR long-sleeve shirt and pants, or AR coverall</li> <li>• AR face shield, or AR flash suit hood</li> <li>• AR jacket, parka, rainwear, or hard hat liner (as needed)</li> </ul>  <p>Protective Equipment:</p> <ul style="list-style-type: none"> <li>• Hard hat</li> <li>• Safety glasses or safety goggles</li> <li>• Hearing protection (with inserts)</li> <li>• Heavy-duty leather gloves</li> <li>• Leather footwear (as needed)</li> </ul>	<p>Minimum Arc Rating of 8 cal/cm<sup>2</sup></p> <p>Arc Rated Clothing</p> <ul style="list-style-type: none"> <li>• AR long-sleeve shirt and pants, or AR coverall</li> <li>• AR flash suit hood, or AR face shield and AR balaclava</li> <li>• AR jacket, parka, rainwear, or hard hat liner (as needed)</li> </ul>  <p>Protective Equipment:</p> <ul style="list-style-type: none"> <li>• Hard hat</li> <li>• Safety glasses or safety goggles</li> <li>• Hearing protection (with inserts)</li> <li>• Heavy-duty leather gloves</li> <li>• Leather footwear</li> </ul>
PPE CATEGORY 3	PPE CATEGORY 4
<p>Minimum Arc Rating of 25 cal/cm<sup>2</sup></p> <p>Arc Rated Clothing:</p> <ul style="list-style-type: none"> <li>• As required: AR long-sleeve shirt, AR pants, AR coverall, AR flash suit jacket, and/or AR flash suit pants</li> <li>• AR flash suit hood</li> <li>• AR gloves</li> <li>• AR jacket, parka, rainwear, or hard hat liner (as needed)</li> </ul>  <p>Protective Equipment:</p> <ul style="list-style-type: none"> <li>• Hard hat</li> <li>• Safety glasses or safety goggles</li> <li>• Hearing protection (with inserts)</li> <li>• Leather footwear (as needed)</li> </ul>	<p>Minimum Arc Rating of 40 cal/cm<sup>2</sup></p> <p>Arc Rated Clothing:</p> <ul style="list-style-type: none"> <li>• As required: AR long-sleeve shirt, AR pants, AR coverall, AR flash suit jacket, and/or AR flash suit pants</li> <li>• AR flash suit hood</li> <li>• AR gloves</li> <li>• AR jacket, parka, rainwear, or hard hat liner (as needed)</li> </ul>  <p>Protective Equipment:</p> <ul style="list-style-type: none"> <li>• Hard hat</li> <li>• Safety glasses or safety goggles</li> <li>• Hearing protection (with inserts)</li> <li>• Leather footwear (as needed)</li> </ul>

Figure 26. Types of Personal Protective Equipment

Figure 27 is one choice of CAT 4 PPE; there are other options, such as coveralls instead of jacket and bib overall.

The Powin-approved vendor for purchasing this equipment is:

- <https://www.licensedelectrician.com/>.

As a general practice, PPE should be routinely inspected for serviceability (e.g., holes in gloves, cracks or defects in the face shield, tears in the overalls, etc.). Rubber insulating gloves are to be inspected as per the OSHA 1926.97 specification before first issue and every 6 months thereafter.

**40 CAL Jacket and Bib Overalls PPE Kit contains (CAT 4)**

Arc Flash 32" Jacket  
Arc Flash Bib Overall  
Arc Flash Protection Hood  
Hard Hat  
Safety Glasses  
Arc Flash Storage Bag

Sizes M, L, XL, 2XL, and 3XL available from Stock.  
(Other sizes available by special order.)

This kit meets NFPA 70E/ASTM F 1506 Hazard Risk Category 4

Glove kits sold separately (must meet or exceed Class 0)



40 Cal Jacket & Bib Overalls Kit

Figure 27. **CAT 4 PPE (40 cal/cm<sup>2</sup>)**

**Note:**

In addition to the CAT 4 PPE, it is required for all Powin field-service personnel to also include the dual-fan system - (Must Order a Kit with Arc Flash Hood) OE-PRO-FAN.

The dual-fan system offers improved ventilation within the arc flash hood and must be included.



**WARNING: Physical Impairment Hazard**

- While working dressed in CAT 4 PPE, manual dexterity, hearing, and vision are impaired. It is important to recognize these handicaps and limitations while suited up. Take your time and move slowly while working in these conditions.
- It is important to note while the arc flash hood may have a dual-fan ventilation system, the CAT 4 PPE can become very hot. It is not uncommon for safety glasses worn under a CAT 4 hood to fog over. If there are any sign of fogging, immediately break from work, exit the secured work area, and remove the hood.
- Always stay hydrated and be cautious for signs of heat exhaustion.



**AVERTISSEMENT: Risque de déficience physique**

- Lorsque vous travaillez avec l'EPI CAT 4, la dextérité manuelle, l'audition et la vision sont altérées. Il est important de reconnaître ces handicaps et limitations tout en étant habillé. Prenez votre temps et avancez lentement tout en travaillant dans ces conditions.
- Il est important de noter que si la hotte à arc électrique peut avoir un système de ventilation à double ventilateur, l'EPI CAT 4 peut devenir très chaud. Il n'est pas rare que des lunettes de sécurité portées sous un capot CAT 4 s'embuent. S'il y a un signe de buée, arrêtez immédiatement le travail, sortez de la zone de travail sécurisée et retirez le capot.
- Restez toujours hydraté et faites attention aux signes d'épuisement par la chaleur.

## 5.11 Contractor Management

Contractors should provide verification that their employees have the relevant skills, training, licenses, and insurances for the work being performed on behalf of Powin.

Prior to work commencing contractors should provide:

- Point of Contact for safety.
- Copies of health and safety manuals, job safety analysis relevant to work, site rules and other safe work methods.

Contractors may be required to attend site safety induction training during a tailgate meeting to discuss risks and hazards and controls.

Contractors should be regularly monitored.

Contractors should be issued corrective action reports when non-conformances are established.

Contractors should report near misses, close calls, incidents, and accidents.

Contractors should retain records and documents related to safe work.

## 5.12 Fitness for Work

Powin is committed to providing a safe, healthy, and productive work environment.

Drugs and alcohol can affect your ability to perform the job safely. This threatens your safety and the safety of others around you and is often a causal factor in workplace incidents.

Driving or operating any machinery while under the influence is dangerous for you and those around you.

## 5.13 Waste Management

Every effort should be made to reduce, reuse, and recycle while on Powin sites.

Hazardous wastes should be controlled and managed in accordance with hazardous waste regulations.

Documentation for recycling or disposal of hazardous materials should be maintained according to regulations. Most hazardous waste manifests must be retained for 5 years.

Employees handling chemicals or handling hazardous wastes must be trained and standard operating procedures for dealing with these hazards implemented.

## 5.14 Resource Use

All sites should be mindful of their resource use and develop strategies for reducing that use wherever practicable.

A key to this strategy is to look at creative ways to reduce electricity, chemical or water use and to look at new processes that can use products longer.

Using easily recyclable packaging is a good example of positive resource use.

#### 5.15 Emergency Preparedness and Response

Potential emergencies should be identified for each site using the Site-Specific Safety Plan. Plans for responding to emergency situations should be developed and implemented and should include:

- A site map showing the location of emergency equipment,
- critical isolation points,
- contact information for emergency response teams.

Emergency drills should be coordinated with site representatives and records of the emergency drills and training of employees maintained in Powin's EHS Software System.

#### 5.16 Training, Awareness, and Competence

All new employees should be inducted into Powin and EHS requirements shortly after hire.

Managers and supervisors are responsible for outlining training needs for their direct reports – these needs will outline competency and risk awareness for the new hire.

Training should be provided to ensure all employees are aware of the risks, hazards and controls needed to be successful at their work.

Training schedules should be developed, budgeted for, and implemented, and records of training maintained by managers and supervisors.

#### 5.17 Document Control

*Reference QA-04: Document Control*

The Document Control Policy defines the method in which information is documented and controlled in order meet customer and industry standards as well as facilitate Powin organizational needs. This includes creation, storage, access, revision, archival, and distribution.

Document Control Applies to all document types as defined in the Document Control Matrix (Appendix A). Documents not defined in the matrix are not subject to the controls of this procedure.

##### 5.17.2 Document Hub

The Document Hub is the primary repository of controlled documents. This is a SharePoint web site, organized into libraries of applicable documents. It is the primary source of the most current revisions.

The Document Hub is administered by the Quality department.

Any document which requires formal approval prior to release per its governing procedure or process is required to be routed through the Document Hub for review. This only applies to documents not otherwise fully controlled (i.e., POs).

Any newly generated records that require archival per their governing procedure are sent to the Hub for formal archival. If a record is required by a procedure but does not specify any archival or retention period requirements, general archival or review by the Hub is still required.

See Document Control Matrix for complete Document Hub entry requirements (Appendix A).

Libraries within the Hub have appropriate access and user level permissions based on the contents of the library.

The Hub admin ensures that all required document approvals are received prior to release or made available in the Hub.

### 5.17.3 Revision Control

Revision Control is the applied nomenclature used to track document changes. Only the most current revision of a revision-controlled document is distributed unless specifically requested or a disclaimer is given.

Any change made, clerical or technical, requires a progression of the revision nomenclature.

Typically, only the authoring organization may issue a new revision.

See QA-04.1 Document Control Matrix (Appendix A) for examples of documents that require revision control.

### 5.17.4 Revision Process

Only the most current revision of a controlled document shall be used when creating a new revision.

If a user wishes to revise a document that they do not have download or edit access to from the Hub, they may request a watermarked copy.

Watermarked (in edit) copies are not to be shared by the editor without permission from the Quality department.

Once a new revision is ready to be routed for approvals, the editor provides the Hub administrator with necessary signature and routing details and the administrator distributes a password protected copy of the new revision to the required personnel for approvals.

If at any point in the review process new edits are made, the document will require approval from all required personnel subsequent of any edits made.

Once a new revision is complete and released, the Hub Administrator notifies all affected departments.

Once notified of a new revision to documentation, the responsible supervisor or manager of the affected department ensures that all superseded revisions are removed from use (printed or electronic) and replaced with the new revisions in their department.

#### 5.17.5 Limited Use Copy

If a document is only applicable for a limited time frame or has a restricted scope of use, the document will have a Limited Use Copy stamp applied and signed by the issuing authority. This may apply to items with an expiration date or documents that may only be used by certain personnel or departments. Example of stamp:

<b>Limited Use Copy</b>
Date Issued: _____
Issued By: _____
Valid Through: _____
Limited Use For: _____

Figure 28. Limited Use Copy Stamp

#### 5.17.6 Control of Records

Any records generated during the manufacturing of product will be stored in a controlled area and are accessible, upon request, within three days of request given applicable retention or archival limitations. This includes, but is not limited to:

- inspections/test results,
- shipping dates,
- product certifications,
- repair records,
- routers/travelers, etc.

#### 5.17.7 Distribution

As defined in the Document Control Matrix, limitations on the sharing and distribution of controlled documents will be observed.

##### 5.17.7.2 Internal

When designated Internal, sharing is openly permitted only amongst Powin employees.

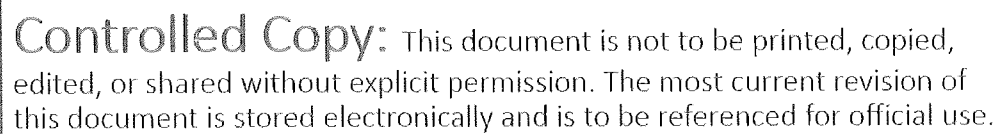


### 5.17.7.3 External

When designated External, documents may be sent and shared without limits internally and with external parties, given the interest of Powin is upheld.

### 5.17.8 View Only

View only documents may not be downloaded, copied, or shared without appropriate authority. Given authority, any shared Read Only documents must be watermarked or labeled "Controlled Copy". Example of controlled copy statement:

A rectangular stamp with a double border. The text inside reads: "Controlled Copy: This document is not to be printed, copied, edited, or shared without explicit permission. The most current revision of this document is stored electronically and is to be referenced for official use."/>

**Controlled Copy:** This document is not to be printed, copied, edited, or shared without explicit permission. The most current revision of this document is stored electronically and is to be referenced for official use.

Figure 29. Controlled Copy Stamp

### 5.17.9 Reference Only

Documents may be watermarked or labeled "Reference Only" if the document is printed or has been superseded by a newer revision and for any reason still needs to be kept active. Reference Only documents are not to be used for the final acceptance of product. In the event that a superseded document is needed for the for acceptance of

### 5.17.10 Approvals

Any required document approvals will be in written form. Verbal approvals are not acceptable.

## 5.18 Communication and Consultation

Employee consultation and communication should be established for EHS matters. At a minimum consultation will occur when:

- Identifying hazards and assessing risks from work carried out.
- Making decisions about ways to eliminate or minimize risks.
- Proposing changes that may affect the health and safety of employees.
- Reviewing/investigating EHS incidents.

Minutes of EHS meetings must be available to all employees.

Conclusions and resolutions of incidents must be communicated to all employees.

## 5.19 Safety Moments

**Definition:** Short, crisp presentation, discussion or document whose purpose is to promote and encourage safety related thinking, behavior, and culture. Any topics that are relevant to safety and people's environment are welcome.

**Sponsorship:** Empowered from top down and owned at every level for implementation.

**Target Audiences:** Customers, employees, vendors, and visitors. These can be internal only or externally delivered to a customer.

Table 3. Safety Moment Opportunities

MEETING TYPE	ATTENDEES	FREQUENCY
Executive Customer Meetings	Executives; Customer, Powin	<ul style="list-style-type: none"> <li>All meetings with a formal presentation or agenda*</li> </ul>
Customer Meetings	Customer; Powin	<ul style="list-style-type: none"> <li>All meetings with a formal presentation or AGENDA*</li> <li>All formal project meetings (Daily/Weekly/Monthly reviews)</li> </ul>
All Employee Meetings	Powin Internal	<ul style="list-style-type: none"> <li>All meetings</li> </ul>
Safety Incident Review Meeting	Executives/Powin/Staff	<ul style="list-style-type: none"> <li>All meetings</li> </ul>
Staff Meetings	GB Staff/Staff – 1	<ul style="list-style-type: none"> <li>All Standing meetings</li> </ul>
Vendor Meetings	Powin/Vendors	<ul style="list-style-type: none"> <li>All formal meetings</li> </ul>
Department Meetings	Powin + 4	<ul style="list-style-type: none"> <li>All standing meetings (abridged moment)</li> </ul>
Site visits	Powin + Vendors	<ul style="list-style-type: none"> <li>Safety moment and/or Tool Box / Take 5</li> </ul>

\*Formal/Agenda is intended to indicate a formal meeting rather than a short call, but the opportunity to conduct a safety moment should be sought when appropriate

## 5.20 Safety Moment Types

Subject materials can be found on the internet. They are classified as follows:

- Company safety statistics (TRIR/ LTRIR/ Safety Walks/ Stop Works – High-Level KPIs)\*
- Technical moments (LOTO, stored energy etc.)
- Health moments (stroke, stress, heart health, infectious disease avoidance etc.)
- Ambient moments (office hazards, driving hazards, behavioral risks)
- Environmental moments (chemicals, spills, Hazmat etc.)
- Personal Life Safety (Household recalls, choking hazards, home office safety, pet safety)

\*Must be included in executive level meetings + safety moment materials related to BESS

## 6.0 Environmental, Health, and Safety Management (Safety Assurance)

### 6.1 Injury Management

Powin requires all injuries to be reported immediately including non-work injuries that may impact on an employee's capacity to work. Early management of injuries is critical to supporting the employee.

The injured employee should complete the notification of injury in writing; stating what happened, the cause of the injury and what could have been done to prevent the injury.

In the case of an emergency some emergency services should be arranged to support the well-being of the employee.

Managers and supervisors should assist employees in obtaining appropriate and timely medical assistance.

Powin will aid employees return to work in a timely manner.

Suitable duties should be made available to injured employees as soon as possible after an injury occurs using any medical information as a guide for the employee's return to work.

Confidentiality of the injured employee's information must be maintained.

### 6.2 Stop Work Authority

All employees are required to stop any work that they see as immediately dangerous to life and health.

### 6.3 Audits and Inspections

An internal audit program should be established, implemented, and maintained.

Internal auditors shall be trained.

Audit findings should be documented, and corrective actions should be developed to address non-conformances.

Key audit findings should be discussed as a part of the management review.

Inspections will occur at all levels at all levels of the organization in order to ensure Powin's commitment to continual improvement.

### 6.4 EHS Reporting Internal

Internal reporting includes organizational KPIs, incidents, root cause investigations, near misses, and changes in regulations that could affect Powin's ability to meet its goals.

## 6.5 EHS Reporting External

External reporting includes organizational KPIs, resolution of customer concerns and any safety alerts resulting from corrective and preventative actions.

## 6.6 EHS Corrective and Preventative Actions (CAPAs)

Corrective and preventative actions should cover identification of a problem, root cause analysis, decision as to the appropriate action, implementation and documentation of actions, follow-up (verification) and evaluation.

Corrective actions requiring capital should be escalated to top management.

Open corrective and preventative actions should be tracked at monthly management meetings and documented when closed.

## 6.7 Escalation Procedure for Reporting EHS Incidents

All incidents and near misses should be reported immediately to a manager or supervisor and to the EHS Manager.

Immediate action should be taken to limit injuries and secure the incident scene and to make it safe to return to work.

The size of the investigation team and effort needed to respond to incidents is dependent on the severity of the event.

Files related to incidents may contain supporting documentation like the following:

- Witness Statements
- Snap Chart of Events
- Pictures of the Affected Area
- Job Safety Analysis/Work Instruction
- Equipment Examination
- Records of Training
- Reports to External Authorities

## 6.8 Root Cause Investigations

Root Cause investigations are conducted by the Powin Support Team after every serious incident. A report will be provided within approximately one (1) week following an incident unless extraordinary circumstances require otherwise.

## 7.0 Continuous Improvement (Safety Promotion)

### 7.1 EHS Management Review

Management Review should be undertaken at a corporate level on an annual basis.

Inputs to the management review meeting should include:

- Review of EHS KPIs.
- Follow-up from previous review meeting.
- Organizational EHS performance and progress toward achieving objectives and targets.
- Changes in regulations that could affect Powin's ability to succeed.
- Monitoring and measuring of results.
- Customer concerns
- Audit results, incident trends, and status of corrective and preventative actions.
- Recommendations for improvement
- Supplier and vendor performance.

Records (minutes of actions) of the management review should be kept and maintained.

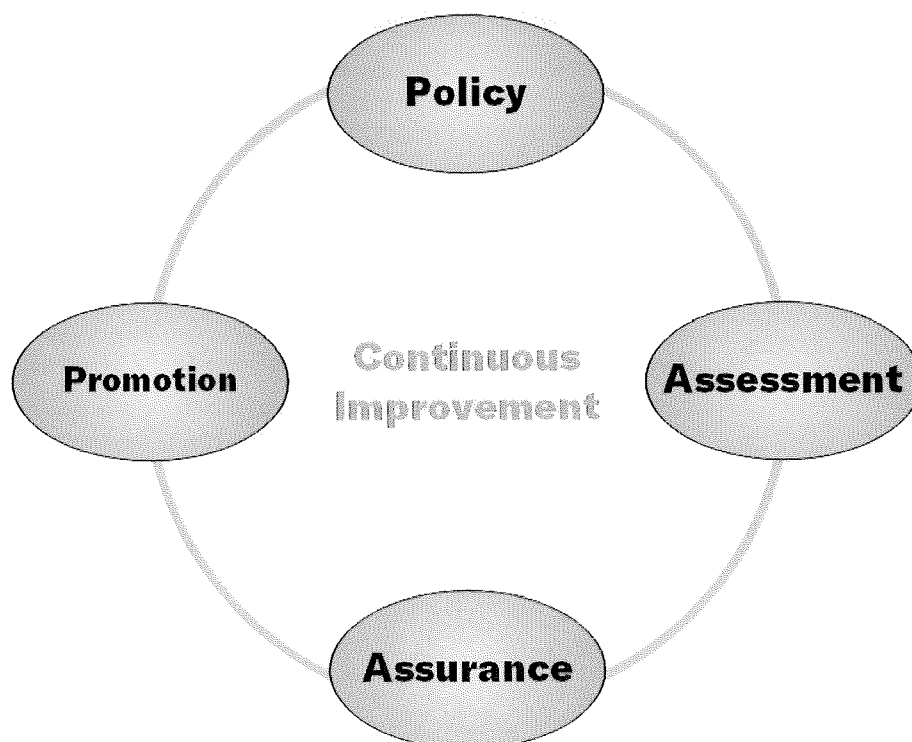


Figure 30. Continuous Improvement Elements

## 8.0 Warning, Caution, and Important Notice Descriptions

The following WARNING, CAUTION, and IMPORTANT notices are used throughout Powin documentation to identify situations of presenting personal hazard, equipment damage, or provide information that is important to be aware of BEFORE performing the tasks identified in this document. These notices are critical to the safe installation and operation of this equipment.

*READ these notices carefully.* Understand the level of severity that each of them provides and ensure that all personnel who are involved in the activities described in any Powin document are fully aware of the potential hazards and properly trained in the mitigation or avoidance of such hazards.



Hazardous  
Voltage



Drop or Crush  
Hazard



Arc Flash  
Hazard



Fire Hazard



Toxic  
Substance  
Hazard



Corrosion  
Hazard



Vented  
Gas Hazard

### WARNING: DANGER - Risk of Death or Serious Personal Injury

This WARNING notice indicates a risk of death or serious injury in the event that the product is installed, used, or handled incorrectly or without proper safety procedures.

Failure to heed the information in these warnings could result in severe, if not fatal, personal injury.

Hazardous Voltage hazards indicate that there is a danger of electric shock present. Use extreme caution to avoid electrocution.

Drop or Crush hazards indicate a danger of being crushed by heavy equipment. Use appropriate lift-safety techniques or seismic securing requirements to ensure that the equipment cannot fall onto any person working around the equipment.

Arc Flash hazards indicate a danger of high-energy (explosive) electrical discharge between two electrically-conductive materials. Avoid opening electrical enclosures unless electrical components are de-energized or specialized personal protective equipment is worn.

Fire Hazard indicates that conditions could produce fire or thermal run away.

Toxic Substance Hazard indicates that substances (water, vapor, smoke etc.) could contain toxic and poisonous particulates that could be harmful to human life.

Corrosion Hazard indicates that substances (Battery electrolyte or HVAC refrigerant) may be present that could cause equipment damage and/or failure or cause acid-type burns and damage to human flesh.

Vented Gas Hazard indicates that off-gassing may have occurred creating an atmosphere hazardous to human life and potentially explosive if not ventilated properly.



Tension  
dangereuse



Risques  
d'écrasement



Risques d'arc  
électrique



Risque  
d'incendie



Risque de  
substance  
toxique



Risque de  
corrosion



Risque de gaz  
évacué

## AVERTISSEMENT: DANGER - Risque de mort ou de blessures graves

Cet *AVERTISSEMENT* indique un risque de mort ou de blessures graves dans le cas où le produit est installé, utilisé ou manipulé de manière incorrecte ou sans procédures de sécurité appropriées.

Le non-respect des informations contenues dans ces avertissements peut entraîner des blessures graves, voire mortelles.

*Des risques de tension dangereux* indiquent qu'il existe un risque de choc électrique. Soyez extrêmement prudent pour éviter l'électrocution.

*Les risques de chute ou d'écrasement* indiquent un risque d'être écrasé par un équipement lourd. Utiliser des techniques de sécurité de levage appropriées ou des exigences de sécurisation sismique pour s'assurer que l'équipement ne peut pas tomber sur une personne travaillant autour de l'équipement.

*Les dangers d'arc électrique* indiquent un danger de décharge électrique à haute énergie (explosive) entre deux matériaux électriquement conducteurs. Évitez d'ouvrir les boîtiers électriques, sauf si les composants électriques sont hors tension ou si un équipement de protection individuelle spécialisé est porté.

*Le risque d'incendie* indique que les conditions pourraient provoquer un incendie ou un emballement thermique.

*Le risque de substance toxique* indique que les substances (liquide, vapeur, fumée, etc.) peuvent contenir des particules toxiques qui pourraient être nocives pour la vie humaine.

*Le risque de corrosion* indique que des substances (électrolyte de batterie ou réfrigérant HVAC) peuvent être présentes et provoquer des dommages et / ou une panne de l'équipement ou des brûlures de type acide et des dommages à la chair humaine.

*Le risque de gaz ventilé* indique qu'un dégagement de gaz peut s'être produit, créant une atmosphère dangereuse pour la vie humaine et potentiellement explosive si elle n'est pas correctement ventilée.



## CAUTION: Risk of Non-Fatal Personal Injury or Damage to Equipment

This *CAUTION* notice indicates a risk of injury or damage to property in the event that the product is used or handled incorrectly or without proper safety procedures.



## ATTENTION: Risque de blessures corporelles non mortelles ou de dommages à l'équipement

Cet avis d'*ATTENTION* indique un risque de blessures ou de dommages matériels en cas d'utilisation ou de manipulation incorrecte du produit ou sans procédures de sécurité appropriées.

**IMPORTANT:**

This **IMPORTANT** notice will contain information that is important to the proper installation, operation, or maintenance of this equipment. This information does not indicate a hazardous or dangerous condition.

**IMPORTANT:**

Cet avis **IMPORTANT** indique un risque de blessure ou de dommage matériel en cas d'utilisation ou de manipulation incorrecte du produit ou sans procédures de sécurité appropriées.

## 9.0 Definitions







The following terms and acronyms are used in this document.

AC	Alternating Current
AC Battery	The AC Battery is the DC battery system plus the equipment and software used to convert the stored DC power to AC power for grid utilization.
API	Application Programming Interface
Array	A group of Stacks connected in parallel is an array. The number of Stacks and their location within an array is dictated by the owner's energy capacity requirement and space limitations.
BESS	Battery Energy Storage System. This is a general term for an energy storage system that utilizes batteries as its power-storage medium. Other energy storage systems include gravity (water storage) and centrifugal energy. A Powin BESS is considered to be the AC Battery + the StackOS.
Block	A block is a BESS having its own grid point of insertion. A block may be comprised of one or more arrays.
BMS	Battery Management System
BP	Battery Pack
BPC	Battery Pack Controller
CAN	Control Area Network. A robust bus that facilitates communication.
CFMEA	Concept Failure Mode Effect Analysis
Constant-Power (CP) Energy	This is the energy delivered during a complete bulk discharge without a low-power top-off charge.
CPU	Central Processing Unit
DC	Direct Current
EMS	Energy Management System
ESS	Energy Software System
HVAC	Heating, ventilation, and cooling



ISO	International Standards Organization
LFP	Lithium Iron Phosphate
LOTO	Lockout/Tagout
NFPA	National Fire Protection Agency
Notifications	Notifications are time-stamped messages that indicate a condition has been set or cleared. They are generated in multiple levels of the system. Notifications are communicated by the user interface, aggregated by the EMS, and sent to the Powin cloud. For more information, see the StackOS Product manual.
OS	Operating System
PCS	Power Control System
PPE	Personal Protective Equipment
PTC	Push-To-Configure – a part of the Installation Process
RAM	Random Access Memory
SCADA	Supervisory Control and Data Acquisition
SOC	State-of-Charge
StackOS	The name of the operating system of the Powin BESS
StackOS+	This is Powin's Energy Management System Software and it includes the data warehouse and analytics features, remote operations, monitoring and dispatch as well as the Powin Energy Optimization features.
UI	User Interface
UL	Underwriters Laboratories

These symbols may be found on the product to identify the source of energy input (AC or DC) and the required ground connections per UL, NEC/CEC requirements.

	Alternating Current (AC)
	Direct Current (DC)
	Volts AC (Vac)
	Volts DC (Vdc)
	Ground
	Lockout Required Before Servicing

## 10.0 References

### 10.1 Powin Product References

The following documents are relevant to this manual. Be sure to read them carefully to ensure the safety of anyone working with this product.

- Site-Specific Safety Plan Template (GP-EHS-0-F01)
- Powin Product Safety Guide (GP-SAFTY-1)
- Powin Emergency Response Guide (PI-ERG-0)
- POM-002 Energy Control Plan
- Fire & Off-Gas Emergency Procedure (PE-Fire-GAS-2)

### 10.2 Regulatory References

- OSHA 1910.147 (c) (4) (ii), the Control of Hazardous Energy (Lockout/Tagout)
- OSHA 1910.269 (a) (2) (ii) Electrical Power Generation, Transmission, and Distribution
- OSHA 1910.332 (b) (3) Training
- OSHA 1910.333, Selection and Use of Work Practices
- NFPA 70E Standard for Electrical Safety in the Workplace
- NFPA 101.1. National Fire Protection Association, Life Safety Code
- NFPA 855 Standard for the Installation of Stationary Energy Storage Systems
- UL 1642 Standard for Lithium Batteries
- UL 1973 Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications
- UL 9540 (Field Certification) Standard for Energy Storage Systems and Equipment
- UL 9540A Test Method for Evaluating Thermal Runaway Fire Propagation in Battery Energy Storage Systems

### 10.3 Industry References

- National Institute for Occupational Safety and Health (NIOSH) Hierarchy of Controls
- Life Saving Rules

## 11.0 Revision History

NAME	DATE	REASON FOR CHANGES	VERSION
Kevin Considine	2021.05.07	Initial Draft	0

## Appendix A: Document Control Matrix

Table 4 provides the Document Control Matrix for Powin Energy.

Table 4. Document Control Matrix (QA 04.1)

CATEGORY	DOCUMENT	REVISION CONTROL	REVISION HISTORY	DOCUMENT CONTROL CENTER ENTRY	DISTRIBUTION (SEE QA-04 § 4)	RETENTION PERIOD
QUALITY	Quality Assurance (QA) procedures	X	X	X	Read only	P
	QA Form Templates	X		X	External	7
	TDN records	X		X	Internal only	P
	Quality Certifications (AS/ISO/Customer Qualification)			X	External	7 years or period of validity
	External Audit Records			X	External w/ Quality approval	7
	Internal Audit Records			X	Internal only	7
	Supplier Certs/qualifications			X	External w/ Quality approval	7 years or period of validity
	Quality/Control Plans	X	X	X	External w/ Quality approval	
	Returned Goods Records			X	Internal only	7
	CAR records			X	Internal only	7
ENGINEERING	Powin Engineering Drawings	X	X	X	External	7
	ECOs/ECRs	X		X	Internal only	P
	BOM	X	X	X	External	7
	Engineering Procedures	X	X	X	External w/Eng. Manager Approval	7
	Work Instruction	X	X	X	External	7
	External Drawings/Models	X	X	X	Internal only (plus owning organization)	7

Table 4. Document Control Matrix (QA 04.1)

CATEGORY	DOCUMENT	REVISION CONTROL	REVISION HISTORY	DOCUMENT CONTROL CENTER ENTRY	DISTRIBUTION (SEE QA-04 § 4)	RETENTION PERIOD
	Powin Engineering Models	X	X	X	Internal only	7
PURCHASING/ PROCUREMENT	Vendor Quotes	X			Internal only	-
	Purchase Requisitions				Internal only	7
	Procurement Requests				Internal only	7
	Forms				Internal only	-
HR	HR Policies	X	X	X	Internal only	7
	Safety Records			X	External w/HR Approval	7
	NDA's				HR only	P
	Organization Chart			X	Internal only	-
SALES	Employee Records				HR only	P
	Purchase Orders	X	X		Internal only (Sales only for external)	P
	Sales Orders				Internal only	P
	Sales Agreements / LTA	X	X		Internal only (Sales only for external)	P
MANUFACTURING	Quotes	X			Internal only (Sales only for external)	7
	Routers/Travelers	X			Internal only	P
	Manufacturing Procedures	X	X	X	Internal only	7
	Work Instruction			X	Internal only	7
OTHER RECORDS	Production Schedule				Internal only	-
	Completed FAT			X	External w/Eng. Manager Approval	P
SUPPLIER DOCUMENTS	Certifications			X	External w/ Quality approval	7 years or period of validity

Table 4. Document Control Matrix (QA 04.1)

CATEGORY	DOCUMENT	REVISION CONTROL	REVISION HISTORY	DOCUMENT CONTROL CENTER ENTRY	DISTRIBUTION (SEE QA-04 § 4)	RETENTION PERIOD
	Spec Sheets	X		X	External w/ Quality approval	7
	Drawings	X	X	X	Internal only	P
	Specifications	X	X	X	Internal only	P
	Inspection Records				Retained by supplier	-

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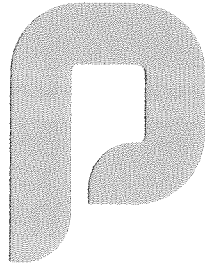
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GP-EHS-0 (Rev C01)

**Exhibit F**  
**Powin's Spare Equipment Long Term Storage Procedure**

*[See Attached]*



**POWIN**



January 2024

## **Storage Space Guidance for Centipede Spare Equipment**

CONFIDENTIAL

## Powin

Powin has pioneered a cost-effective, safe, and scalable battery energy storage system (BESS) that is purpose-built for the demands of utility scale, commercial and industrial, and microgrid applications. Our BESS also features a modular architecture and streamlined installation process. Behind our industry-leading products is an unrivaled team of experts from across the energy industry, almost three decades of supply chain management expertise and extensive battery management software development proficiency.

## Disclaimer

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## Powin

20550 Southwest 115th Avenue  
Tualatin, OR 97062

[powin.com](http://powin.com)

### IN CASE OF AN EMERGENCY:

Contact the Remote Operations Center immediately at:

Phone: **1-(855)-888-3659** (24/7 coverage)

Email: [service@powin.com](mailto:service@powin.com) (24/7 coverage)

For any questions regarding the safe use and maintenance of this product, please contact Customer Support at:

Phone: **1 (503) 598-6659**

Email: [contact@powin.com](mailto:contact@powin.com)

For any questions regarding the safe transport of this product, please contact Powin at:

Phone: **1 (503) 673-3246**

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## 1.0 Safety Information

The information presented in this manual is intended to aid in the safe and successful storage of the product and to prevent danger or harm to users. All personnel must read and fully understand this manual and the safety guidelines contained within.

Some procedures are referenced in this document but are not described in detail. Such procedures may not be attempted without authorization and additional training from Powin.

This manual does not cover specific local, regional, or national standards and requirements, nor does it cover general electrical safety procedures.

This document does not constitute a contract, warranty, or agreement of any kind. Refer to the legal documents provided at the time of sale or contact Powin Customer Support for more information.

### 1.1 Warning, Caution, and Important Notice Descriptions

**WARNING, CAUTION, and IMPORTANT** notices are used throughout this manual to indicate hazards to personnel or equipment and to provide important information **BEFORE** product installation. These notices are critical to the safe installation and operation of this Powin product.



Tip-over or  
Crush Hazard



Fire Hazard



Vented Gas

#### **WARNING: Risk of Death or Serious Personal Injury**

A **WARNING** notice indicates a risk of death or serious injury if Powin products are used or handled incorrectly.

Failure to heed the information in these warnings could result in severe, if not fatal, personal injury.

**Tip-over or Crush Hazard** indicates a danger of being crushed by heavy equipment. Do not stack crates above recommended heights and use appropriate lift-safety techniques to ensure that the equipment cannot fall onto any person working around the equipment.

**Fire Hazard** indicates that conditions could produce a fire or thermal run away.

**Vented Gas** indicates that off-gassing may have occurred creating an atmosphere hazardous to human life and potentially explosive if not ventilated properly. Maintain normal storage or operational conditions to prevent vented gas.





Risques  
d'écrasement



Risque  
d'incendie



Risque de gaz  
évacué

## AVERTISSEMENT: DANGER - Risque de mort ou de blessures graves

Un avis d'AVERTISSEMENT indique un risque de mort ou de blessures graves si les produits Powin sont utilisés ou manipulés de manière incorrecte.

Le non-respect des informations contenues dans ces avertissements peut entraîner des blessures graves, voire mortelles.

*Les risques de chute ou d'écrasement* indiquent un risque d'être écrasé par un équipement lourd. N'empilez pas les caisses au-dessus des hauteurs recommandées et utilisez des techniques de sécurité de levage appropriées pour vous assurer que l'équipement ne peut pas tomber sur une personne travaillant autour de l'équipement.

*Le risque d'incendie* indique que les conditions pourraient produire un incendie ou une fuite thermique.

*Le risque de gaz ventilé* indique qu'un dégagement de gaz peut s'être produit, créant une atmosphère dangereuse pour la vie humaine et potentiellement explosive si elle n'est pas correctement ventilée. Maintenir des conditions de stockage ou de fonctionnement normales pour empêcher l'évacuation des gaz.



Non-Fatal  
Personal  
Injury or  
Equipment  
Damage



Corrosives or  
Skin  
Sensitization

## CAUTION: Risk of Non-Fatal Personal Injury or Damage to Equipment

A CAUTION notice indicates a risk of Non-Fatal Personal Injury or damage to property or equipment if handled inappropriately.

**Skin corrosion/ Irritation** indicates that chemicals can cause severe skin burns and eye damage.

- **IF SWALLOWED:** Rinse mouth, DO NOT induce vomiting.
- **IF ON SKIN** (or hair): Take off immediately all contaminated clothing. Rinse skin with water [or shower]. Wash contaminated clothing before reuse.
- **IF INHALED:** Remove victim to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/physician.
- **IF IN EYES:** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

**Skin Sensitization** indicates chemicals may cause an allergic skin reaction.

- **IF ON SKIN:** Wash with plenty of water. If skin irritation or rash occurs, get medical advice/attention. Wash contaminated clothing before reuse.



Blessures corporelles non mortelles ou de dommages à l'équipement



Corrosifs ou sensibilisation cutanée

## ATTENTION: Risque de blessures corporelles non mortelles ou de dommages à l'équipement

Cet avis d'ATTENTION indique un risque de blessures ou de dommages matériels en cas d'utilisation ou de manipulation incorrecte du produit ou sans procédures de sécurité appropriées.

**Corrosifs ou sensibilisation cutanée** indique que les produits chimiques peuvent causer de graves brûlures de la peau et des lésions oculaires.

- EN CAS D'INGESTION : Rincer la bouche, NE PAS faire vomir.
- SI SUR LA PEAU (ou les cheveux) : Enlever immédiatement tous les vêtements contaminés. Rincer la peau à l'eau [ou se doucher]. Laver les vêtements contaminés avant réutilisation.
- EN CAS D'INHALATION : Amener la victime à l'air frais et la maintenir au repos dans une position confortable pour respirer. Appeler immédiatement un CENTRE ANTIPOISON ou un médecin.
- SI DANS LES YEUX : Rincer avec précaution à l'eau pendant plusieurs minutes. Retirez les lentilles de contact, si elles sont présentes et faciles à faire. Continuez à rincer.

**La sensibilisation cutanée** indique que les produits chimiques peuvent provoquer une réaction allergique cutanée.

- SI SUR LA PEAU : Laver abondamment à l'eau. En cas d'irritation ou d'éruption cutanée, consulter un médecin. Laver les vêtements contaminés avant réutilisation.



### IMPORTANT:

This **IMPORTANT** notice will contain information that is important to the proper installation, operation, or maintenance of this equipment. This information does not indicate a hazardous or dangerous condition.



### IMPORTANT:

Cet avis **IMPORTANT** indique un risque de blessure ou de dommage matériel en cas d'utilisation ou de manipulation incorrecte du produit ou sans procédures de sécurité appropriées

## 1.2

### Product Safety Information



## WARNING: Tip-over or Crush Hazard

Avoid lifting and transporting this product over uneven surfaces. Failure to use proper lift technique can result in serious injury or death.

Do not stack module crates beyond suggested limit.

## AVERTISSEMENT : Risque de basculement ou d'écrasement



**Évitez de soulever et de transporter ce produit sur des surfaces inégales. Le non-respect d'une technique de levage appropriée peut entraîner des blessures graves ou la mort.**

**N'empilez pas les caisses de modules au-delà de la limite suggérée.**



### **WARNING: Corrosives or Vented-Gas Hazard**

The electrolyte inside a battery cell is acidic and corrosive. Skin contact with electrolyte can cause burns. Vapors from electrolyte can cause burns to eyes or respiratory damage. **DO NOT** breath dust, fumes, gas, mist, vapors, or spray from electrolyte.

Risk of exposure to electrolyte only occurs if batteries are mechanically or electrically abused or damaged.



### **AVERTISSEMENT : Risque de corrosif ou de gaz ventilé**

L'électrolyte à l'intérieur d'une cellule de batterie est acide et corrosif. Le contact cutané avec l'électrolyte peut provoquer des brûlures. Les vapeurs d'électrolyte peuvent causer des brûlures aux yeux ou des lésions respiratoires. **NE PAS** respirer les poussières, fumées, gaz, brouillards, vapeurs ou aérosols d'électrolyte.

Le risque d'exposition à l'électrolyte ne se produit que si les batteries sont mécaniquement ou électriquement maltraitées ou endommagées.



### **CAUTION: Shock Hazard**

Battery Modules are always energized. Handle modules with care and avoid contacting battery modules with bare skin.

Avoid accidental contact with exposed module bussing.



### **ATTENTION : Risque de choc**

Les modules de batterie sont toujours sous tension. Manipulez les modules avec soin et évitez de toucher les modules de batterie avec la peau nue.

Évitez tout contact accidentel avec le bus de module exposé.



### **CAUTION: Risk of Damage to Equipment**

This product is susceptible to damage when exposed to moisture and temperatures outside the recommended storage range. It is recommended this product only be stored in climate-controlled environments to prevent damage.



### **ATTENTION : Risque d'endommagement de l'équipement**

Ce produit est susceptible d'être endommagé lorsqu'il est exposé à l'humidité et à des températures en dehors de la plage de stockage recommandée. Il est recommandé de ne stocker ce produit que dans des environnements climatisés pour éviter tout dommage.

### 1.3 Personal Protective Equipment

All personnel working on or near Powin equipment are required to wear personal protective equipment (PPE) including, but not limited to:

- Long pants
- Long sleeve shirt
- Safety Toe boots
- Hard hat
- Gloves
- Hi visibility safety vest
- Eye protection

### 1.4 Safety Signage

Safety signage for arc flash and shock hazards, multiple power sources, and hazardous voltages are to be installed per local code requirements. Figure 1 shows examples of safety signage that should be posted at the installation location.

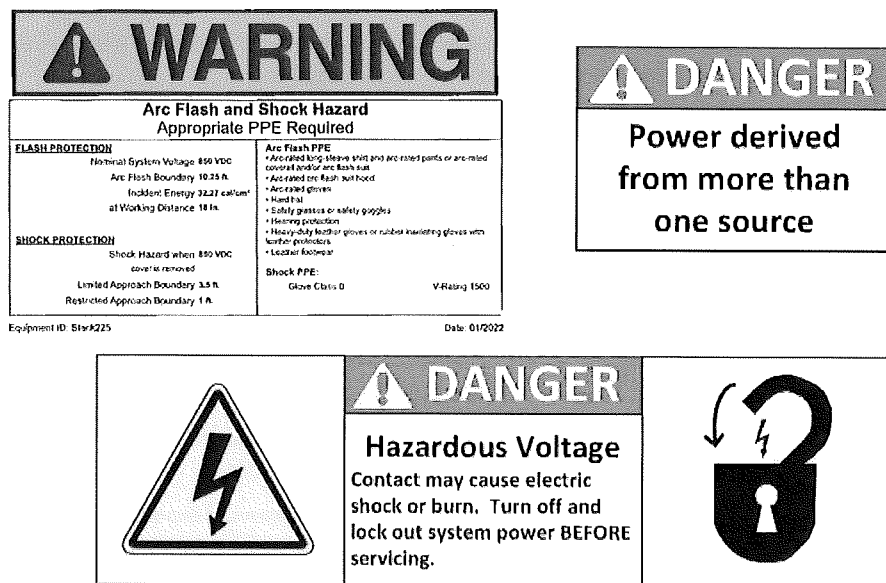


Figure 1. Safety Signage Examples

## 2.0 Scope



### IMPORTANT:

Be aware of proposed updates to state and local fire codes. Powin recommends consulting with the local fire code official for guidance on upcoming fire code changes and how to prepare for compliance.

For reference, see approved changes to International Fire Code (IFC) 2021 Section 321 Storage of Lithium-ion and Lithium Metal Batteries.



### IMPORTANT:

Soyez au courant des mises à jour des codes d'incendie nationaux et locaux. Powin recommande de consulter le responsable local du code de prévention des incendies pour obtenir des conseils sur les modifications à venir du code de prévention des incendies et sur la façon de se préparer à la conformité.

Pour référence, voir les modifications approuvées de l'International Fire Code (IFC) 2021 Section 321 Stockage des batteries au lithium-ion et au lithium métal.

Easily accessible spare equipment is needed to for BESS maintenance. Spare equipment can include battery modules, String Controllers, Battery Pack Controllers (BPC), fuses, and wire harnesses.

## 3.0 Shipment & Handling

All spare equipment is shipped either in palletted boxes or crated. Spare equipment pallets or crates will contain customer or project specific quantities of equipment, therefore shipping weight will vary. Reference the BOM for a particular shipment or contact Powin for more information. Please see Table 1 for estimated number of pallets of Spare Equipment based on project size.

## 4.0 Space Requirements & Shelving

Most pallet, crate, and box dimensions will vary based on the amount of spare equipment shipped to a project. For reference Table 1 gives an estimated number of pallets of spare equipment based on project size. Battery module crate dimensions can be found in Table 1. Equipment other than modules may be stored in packaging or unpacked for storage. Shelving can be used but is not required.

**Table 1.** Estimated number of pallets of Spare Equipment based on project size

Project size in MWh	Estimated number of pallets of Spare Equipment
Up to 100MWh	10.
100 – 200	15
250	21
500	42
Standard pallet 48"x40"x48"	

## 5.0 Environmental Conditions

Spare equipment including battery modules must be stored in a climate-controlled environment to prevent damage to sensitive electrical components. All components should be kept clean and dry and stored away from direct sunlight. Extra care should be taken for components stored in or near

marine environments to protect against salt and humidity.

When storing equipment indoors in a climate-controlled environment, Powin recommends storing between  $20 \pm 5$  °C for long term storage.

**Table 2.** Indoor Equipment Storage Environmental Conditions

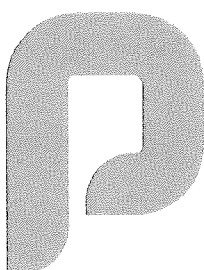
Average Temperature of the Climate-Controlled Storage Facility	-10°C to 30°C – 30 Days 0°C to 25°C – 180 Days
Storage Humidity Range	0 % – 80 % (non – condensing)

## 6.0 Revision History

NAME	DATE	REASON FOR CHANGES	VERSION
A. Cordova	2023.09.22	Initial Publication	1
A. Cordova	2024.01.18	Formatting	2







**POWIN**

**Exhibit G**  
**Initial Spare Parts**

*[See attached]*

## Powin Operational Spare Parts List - APE0010 - Sabal

Part Number	Description	Quantity
A10200-04010-031	HVAC COMMUNICATION BOX (MIO BOX)	2
A10400-00005-701	BPC Box Assembly_750	5
E21703-00004-356	RELAY SOCKET, 35mm DIN rail or panel mount	2
E21703-00004-357	ICE CUBE CONTROL RELAY	3
E21703-00004-358	Modbus I/O module 16ch - 8DO/8DI	2
E21703-00030-241	STACK FAN #5, WITH CABLES	3
E21703-00030-453	FAN, with leads	3
E21703-00030-454	FAN AXIAL 80X80X38MM 24V WIRE	3
E21703-00030-947	MIO BOX--HVAC1 AC HARNESS2	2
E21703-00030-949	MIO BOX--HVAC2 AC HARNESS2	2
E21703-00035-017	PLC:AS2:7&8&9 -- HYDROGEN SENSOR1:A&B HARNESS	5
E31703-00003-001	FSS:AS1 -- ES:Hydrogen Sensor 1	8
E40101-10806-022	CELL BATTERY, MODULE B, .3P, 280K, 2 HR, EVE	6
M00101-00002-004	IKS-6726A-2GTX5FP-HV-T	2
M00101-00002-005	IM-6700A-8TX	2
M00102-00002-001	ARM BASEO COMPUTER, UC-2111-LX	2
M00103-00005-000	SRT72RMBP Battery Pack (works with SRT2200RMXLA-NC)	2
M00104-02000-004	CL250 Ultra Small Fanless Industrial Edge Gateway	2
M00106-02002-001	HVAC Heat Pump Single Zone LCD-B59196	8
M00106-02002-001	HVAC Heat Pump Single Zone LCD-B59196	2
M00106-02003-004	MBus_WTH_LCO_ETH: Humidity Sensor w/ LCO	2
M00108-00004-015	Terminal Resistance	2
M30101-00005-002	TRANSFORMER, 250KVA, 480V/208V, 3P, Δ/Y 11	2
M30102-20420-009	Miniature Circuit Breaker, SU202M-K10	4
M30102-20420-010	Molded Case Circuit Breakers_XT5N 400 TMA 400-4000 3p FF UL	2
M30102-20420-017	Miniature Circuit Breaker, Trip Curve K, 5 Amp, 2 Pole, UL489	2
M30102-20420-021	Molded Case Circuit Breakers_XT1N 125 TMF 70-700 4P F F UL/CSA	2
M30102-65501-025	HANDLE FE V1N-65	2
M30102-65501-026	Shaft F Type V-15x15-400MM 41993019	2
M30103-00018-020	RELAY GEN PURPOSE SPST 40A 12V	2
M30104-12007-029	Amphenol DC Connector socket, Red_SLPHIRCPSR1	5
M30104-12007-029	Amphenol DC Connector socket, Red_SLPHIRCPSR1	2
M30106-00008-009	TE-702-B-3-A	3
M30106-00008-010	C-2344	3
M30106-00008-017	12V DC SPDT Relay - 6A	8
M30106-00008-017	12V DC SPDT Relay - 6A	2
M30108-01106-048	FUSE, 1400A, 1000VDC, SQB-DC104, INOICATOR	2
M30108-01205-003	Fuse Holder 2P 30A 600V CLASS CC CHM	5
M30108-01205-003	Fuse Holder 2P 30A 600V CLASS CC CHM	4
M30108-01205-010	Fuse, FNQ 13/32" x 1-1/2" 500Vac time-delay supplemental fuses	4
M30108-01205-011	Fuse Holder 1.5KV PV FUSE HOLDER	4
M30108-01205-012	Fuse-link, high speed, 2.5 A, DC 1500 V, 10 x 85mm	4
M30112-04008-003	Power Supply	3
M30112-04008-005	Power Supply, Mean Well EDR-120-12	3
M30112-04008-005	Power Supply, Mean Well EDR-120-12	2



POWIN

## Powin Operational Spare Parts List - APE0010 - Sabal

Part Number	Description	Quantity
M30112-04008-006	Power Supply, AC-DC, 12V,6.3A, 100-264V In, Enclosed, DIN Rail Mount, EDR Series- MEAN WELL # EDR-75-12	2
M30112-04008-010	POWER SUPPLY, 480W Single Output Industrial DIN RAIL	3
M30112-04008-012	POWER SUPPLY, 240W Single Output Industrial DIN RAIL	3
M30115-04002-005	ROCKER SWITCH, GREEN BUTTON, S606-2010021CGB	3
M30115-04002-006	ROCKER SWITCH, RED BUTTON, RS606-2010021CRB	3
M30117-10001-004	Bolt-type screw terminals, Feed-through terminal, Rated cross-section: 120 mm <sup>2</sup> , Threaded stud connection	3
M30117-10001-005	Bolt-type screw terminals, Feed-through terminal, Rated cross-section: 35 mm <sup>2</sup> , Threaded stud connection	3
M30121-01001-002	Heater_Backer HTS_CEO1800	5
M30121-01001-002	Heater_Backer HTS_CEO1800	2
M30122-01001-002	Coupling Devise / Model # AGH150W-4	4
M30122-01001-003	ISO685-D-B Insulation Monitoring Device	4
M60101-10204-000	Hexagon nuts,style 1-M4-A2-70	5
M60102-10612-335	HEX HEAD BOLT W/LOCK AND FLAT WASHER, M12 X 35mm, 18-8 Stainless Steel	2
M60102-30305-016	CAPTIVE HARDWARE SET, SOCKET HEAD CAP SCREW & WASHER, M5X16, STAINLESS STEEL	5
M60102-30306-012	CAPTIVE HARDWARE SET, SOCKET HEAD CAP SCREW & WASHER, M6X12, STAINLESS STEEL	5
M60102-30306-016	SOCKET HEAD CAP SCREW, W/LOCK AND FLAT WASHER, M6 X 16mm, 18-8 STAINLESS STEEL	4
M60102-30306-020	CAPTIVE HARDWARE SET, SOCKET HEAD CAP SCREW & WASHER, M6X20, STAINLESS STEEL	5
M60102-30306-020	CAPTIVE HARDWARE SET, SDCKET HEAD CAP SCREW & WASHER, M6X20, STAINLESS STEEL	2
M60102-30308-016	CAPTIVE HARDWARE SET, SOCKET HEAD CAP SCREW & WASHER, M8X16, STAINLESS STEEL	5
M60102-30308-016	CAPTIVE HARDWARE SET, SOCKET HEAD CAP SCREW & WASHER, M8X16, STAINLESS STEEL	4
M60102-30308-020	CAPTIVE HARDWARE SET, SOCKET HEAD CAP SCREW & WASHER, M8X20, STAINLESS STEEL	5
M60102-30308-020	CAPTIVE HARDWARE SET, SOCKET HEAD CAP SCREW & WASHER, M8X20, STAINLESS STEEL	4
M60102-30310-025	CAPTIVE HARDWARE SET, SOCKET HEAD CAP SCREW & WASHER, M10X25, STAINLESS STEEL	5
M60102-30310-030	Hexagon socket head cap screws-stainless steel M10x30-A2-70 with washers asm	2
M60102-30503-012	CAPTIVE HARDWARE SET, PAN HEAD PHILLIPS SCREW & WASHER, M3X12, STAINLESS STEEL	2
M60102-30503-012	CAPTIVE HARDWARE SET, PAN HEAD PHILLIPS SCREW & WASHER, M3X12, STAINLESS STEEL	2
M60102-30504-008	CAPTIVE HARDWARE SET, PAN HEAD PHILLIPS SCREW & WASHER, M4X8, STAINLESS STEEL	5
M60102-30504-010	CAPTIVE HARDWARE SET, PAN HEAD PHILLIPS SCREW & WASHER, M4X10, STAINLESS STEEL	5
M60102-30504-020	Pan head screws with cross recessM4X20-A2-70 with washers asm	2
M60102-30505-010	CAPTIVE HARDWARE SET, PAN HEAD PHILLIPS SCREW & WASHER, M5X10, STAINLESS STEEL	5
M60102-30505-012	CAPTIVE HARDWARE SET, PAN HEAD PHILLIPS SCREW & WASHER, M5X12, STAINLESS STEEL	5
M60102-30505-012	CAPTIVE HARDWARE SET, PAN HEAD PHILLIPS SCREW & WASHER, M5X12, STAINLESS STEEL	4
M60102-30505-020	PAN HEAD PHILLIPS SCREW W/LOCK AND FLAT WASHER, M5 X 20mm, 18-8 STAINLESS STEEL	2
M60102-40308-020	CAPTIVE HARDWARE SET, SOCKET HEAD CAP 5CREW & WASHER, M8X20, STAINLESS STEEL	5
M60102-40308-030	Hexagon socket head cap screws-stainless steel M8x30-A2-70 With Large Washers ASM	2
M60102-40310-025	CAPTIVE HARDWARE SET, SOCKET HEAD CAP SCREW & WASHER, M10X25, STAINLESS STEEL	5
M60102-40505-012	Pan head screws with cross recessM5X12-A2-70 with large washers asm	2
M70112-00000-259	Grounding and Bonding Braid	2
M70112-00000-266	IO HVAC Controls FS-38 Suction Line Freeze Thermostat	5
M70112-00000-266	IO HVAC Controls FS-38 Suction Line Freeze Thermostat	2
M80101-00009-000	Limit switch D4V, adjustable roller lever: R30 to 75 mm, DPDB, with ground terminal	5
M80101-00009-000	Limit switch D4V, adjustable roller lever: R30 to 75 mm, DPDB, with ground terminal	2
P10900-07000-106	STACK_BUSBAR_750	3
P10900-07000-350	HANDLE, 120MM	2
P10900-07001-100	Pleated Air Filter: 6x16x1 Nominal Filter Size, Std Capacity, Synthetic, Beverage Board	14

## Powin Operational Spare Parts List - APE0010 - Sabal

Part Number	Description	Quantity
P10900-07001-282	Inline Butterfly Backdraft Damper With Spring - Galvanized, 8 Inch	5
P10900-07001-283	Inline Butterfly Backdraft Damper With Spring - Galvanized, 6 Inch	5
SC24-155-1500	String Controller Assembly, 2 Hour Duration	2
95-122600.04	cable set X9301 X9400	1
95-129400.04	cable set patch cable DC side	1
62-289172	transfer module RJ45/RJ45 1:1-wiring	2
116543-00.01	shunt closing release 220-240V AC/DC	1
6UP-450-001-001	SC30Cont Central Controllerboard	1
6UP-450-002-003	SC30COM - Ethernet without FX	1
6UP-450-005-001	SC30ACC AC Controller	1
6UP-450-006-001	SC30DCC DC Controller	1
6UP-450-010-001	SC-UP SC30EMC	1
6UP-778-003-003	SC40DST15 Driver board 1500V	2
6UP-811-002-001	DC Shunt for SC30DCC 2750A	1
6UP-720-003-001	SC-UP Fan radial 400VAC 5370W	1
6UP-725-002-001	heater axial 230VAC 6,3A 950W	1
6UP-840-001-001	SC-UP buffered power supply 25VDC 420W	1
6UP-840-002-001	SC-UP power supply extension module	1
16-1020	Indicator light Ø22.5mm OR	1
20-1410	contact element MCBH-11 for M255K1-101	1
20-2130	Emergency Stop 2NC 240VAC 1A RD	1
20-06795	light indicator M22-L-R flat red	1
20-06796	light indicator M22-L-G flat green	1
20-06797	Indicator light M22-L-Y flat yellow	1
2D-06800	LED-element front white M22-CLED-W	3
60-201000	shunt release 220-240VAC/DC	1
62-952050	N-PE-spark gap protection module 255VAC	1
64-100000.01	EMC filter 300VAC 4x25A	1
105060-00.01	contactor 550VDC 30A 2xNO	1
116556-00.01	geared motor device 220-250 VAC/DC	1
124861-00.01	signalling switch 10A 250VAC 1xCO	1
26-096004001	fuse 4,00A ø10x38mm fast acting	10
61-018057	fuse holder 32A 1000VDC	10
116301-00.01	fuse 5A 10x85mm gPV	10
119839-00.01	LV/HRC-fuse link 125A NH2XL aSF	1
90-320200.01	door stop frame bracket ASM	1
6UP-849-002-001	SC-UP IsoMonitoring 1500VDC v2.0	1
86-0509	sticker grounding conductor Ø12.5mm	2
86-110400.01	label DC/PV+	10
86-110500.01	label DC/PV-	10
6UP-836-002-001	Surge arrester 1500VDC 12,5kA	2
10-12025500.01	1500V 20kA surge arrester	2
10-130055600.01	1000V 20kA surge arrester	2

### Powin Operational Spare Parts List - APE0010 - Sabal

Part Number	Description	Quantity
61-106200.01	127V 20kA surge arrester	1
62-99642	Overvoltage suppressor DPA M CLE RJ45B 48	1
62-952010	varistor protection module 275VAC	1
62-952315	overvolt. arrester modular type 2 3+1 pol.	8
117156-00.01	1500VDC 12.5kA surge protection plug	2
6UP-577-002-001	SC-UP Circuit breaker 3600A 3-pol UL	1
6UP-577-003-001	SC-UP DC-switch 1500VDC1000A	1
6UP-577-004-001	SC-UP DC-switch 1500VDC1600A	1
6UP-577-007-001	SC-UP power contactor 3-p. 10kVA 230V	1
20-0830	key-operated selector switch M25SK1-101	1
60-00562	auxiliary contact 1NO 690VAC 16A	5
60-13365	auxiliary contact 1NO 690VAC 16A	10
60-90452	closing release 220V...240VAC/DC	1
60-90455	undervoltage release UVR 24 V AC/DC	1
60-003030	power contactor 400VAC 25A 3NO	1
60-005481	switch disconnecter 3-pol 750V 25A	4
60-001050032204	power contactor 400VAC 500A 3xNO	2
61-117117	miniature circuit-breaker 1-pole B25A	1
61-117118	miniature circuit-breaker 1-pole B16A	1
61-117316	miniature circuit-breaker 3-pole B16A	1
61-230300.01	auxiliary switch 1NO/1NC	1
61-1263100.01	miniature circuit-breaker 3-pole C20A	1
103132-00.01	motor drive DC circuit breaker	1
103140-00.01	auxiliary contact 2W 24V DC	1
116554-00.01	undervoltage release 24 VAC/DC	1
60-154060	relay module 2xCO 250VAC 6A -DIN-	1
114023-00.01	relay module 1xCO 30VAC 50mA -DIN-	1
6UP-820-002-003	Aux transformer 400V-120V/230V Kit	1

### Pricing Summary

Total Operational Spare Parts Price [(\$):		\$ 206,778.36
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**EXHIBIT H**  
**OWNER REQUIREMENTS**

# INGKA GROUP COMPANY RULE ON ENVIRONMENTAL PROTECTION FOR CAMERON WIND I LLC (C3222)

**Approved and Issued by:** *Cameron Wind I LLC Management*  
**Date:** *1 January 2023*  
**Next revision date:** *1 January 2025*  
**Number:** *IGCR EP C3222*  
**Version:** *1.3*  
**Content owner:** *Portfolio Manager, Renewable Energy Investments, Ingka Investments*  
**Corresponding policy:** *Ingka Group Policy on Investments*

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## **Ingka Group Company Rule on Environmental Protection for Cameron Wind I LLC (C3222)**

### **1. Introduction**

The Ingka Group is committed to having a positive impact on people and the planet. Environmental management may not be subordinate to the achievement of other project or operational goals relating to cost/budget, time schedule and quality.

This Environment Rule (the 'Rule') defines how Cameron Wind I LLC (C3222 or 'Cameron') will put into effect the principles of environment protection for its investment in a wind farm consisting of 55 Acciona AW125 wind turbines and a battery storage project in Texas, USA. It instructs Cameron Management, consultants, project teams and contractors involved in construction work and operations, to mitigate any negative environmental impact coming from our operations.

This Rule has the following aims:

- protect and improve the environment;
- prevent pollution;
- minimise resource usage;
- promote the reuse and recycling of materials;
- minimise and effectively manage waste;
- compliance with legal and regulatory requirements; and
- ensure there are competent, trained resources to take appropriate actions when incidents occur.

### **2. Roles and Responsibilities**

Roles and responsibilities relating to the content of this Rule:

- Issuer - Cameron Wind I LLC Management – Cameron is managed by its Directors 'Cameron Management' who have overall responsibility for Environment Management
- Content owner - Portfolio Manager, Renewable Energy Investments, Ingka Investments – responsible for the contents of this Rule.

Roles and responsibilities relating to the issues addressed in this Rule:

- Target Group:
  - Ingka Investments BV – responsibility includes reviewing/monitoring the implementation of this Rule
  - Commercial Manager – responsibility includes developing/implementing an Environmental Management Plan and selecting/coordinating contractors
  - Contractors - responsibility includes the environment management related to their works

### **3. Content**

#### **3.1 General**

- Cameron is part of the Ingka Group) and is therefore subject to the Ingka Group Policy on Investments and the Ingka Group Policy on Sustainability.
- Local regulations and laws must of course be adhered to. Should the local laws/regulations be less demanding than international, typical industry or Ingka Group standards, then the most stringent standard shall represent the minimum requirements to be met.

## **Ingka Group Company Rule on Environmental Protection for Cameron Wind I LLC (C3222)**

- Cameron Management will consult with its employees and those of relevant contractors regarding environmental protection issues.
- Everyone involved with the planning, management and implementation of construction work and operations must be competent (have appropriate knowledge, experience and resources for the particular work involved), to reduce the likelihood environmental damage.
- All relevant external consultants/contractors employed by Cameron must be assessed as being competent to implement and adopt these requirements. If the Cameron Management is not able to carry out the necessary assessments of competence, then the Cameron Management shall hire a specialist Environment Consultant who shall have the necessary expertise, and the specific responsibility to carry out such assessments.

### **4. Implementation and monitoring**

- Cameron Management will ensure that the company minimum standards are in accordance with national legislation, government regulations and applicable Ingka Group standards.
- Cameron Management is responsible for the monitoring & follow-up of this Rule.
- Cameron shall have an 'Environmental Management Plan' in place to reduce the environmental impact from production and operations. They shall include measurable goals and timeframes and performance shall be reviewed regularly.
- Cameron shall have a Waste Prevention and Management Action Plan in place.
- All incidents likely to have a negative impact on Ingka's IKEA Retail Business shall be promptly presented to Ingka Holding B.V.
- This Rule will be reviewed from time to time and updated if required. Revisions will be distributed to everyone responsible for implementing and adopting this Rule.

### **Definitions**

Not used.

### **Document references**

Ingka Group Policy on Investments  
Ingka Group Rule on Ingka Investments  
Ingka Group Policy on Sustainability  
Ingka Investments Rule on Renewable Energy Investments  
Ingka Group Policy on Business Relations  
Ingka Group Rule on Business Relations  
Terms of Engagement in Renewable Energy Operations  
Ingka Renewable Asset Environment Management Plan(s)

## Ingka Group Company Rule on Environmental Protection for Cameron Wind I LLC (C3222)

### Revision History

<b>Document name:</b> Ingka Group Company Rule on Environmental Protection for Cameron Wind I LLC (C3222)	<b>Document Number:</b> IGCR EP C3222
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Version	Date	Major changes	Updates coordinated by	Approved by
1.0	1/1/17	Conversion of Environmental Policy into IKEA Company Rule format	Jack Chambers	John Harris
1.1	24/10/18	Reference docs updated, references to IKEA Group replaced with Ingka, new Company Rule template implemented	Jack Chambers	Frederik de Jong
1.2	24/09/20	No major changes.	Jack Chambers	Frederik de Jong
1.3	24/10/22	Minor update to cover assets beyond wind farms and include waste management plan requirement.	Jack Chambers	Frederik de Jong

*Signed*

Directors Cameron Wind I LLC

Date

 John Harris

12/12/2022

 Mark Foutch

8/1/2023

# INGKA GROUP COMPANY RULE ON HEALTH & SAFETY FOR CAMERON WIND I LLC (C3222)

**Approved and Issued by:** *Cameron Wind I LLC Management*  
**Date:** *1 January 2023*  
**Next revision date:** *1 January 2025*  
**Number:** *IGCR HS C3222*  
**Version:** *1.3*  
**Content owner:** *Portfolio Manager, Renewable Energy Investments, Ingka Investments*  
**Corresponding policy:** *Ingka Group Policy on Investments*

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## **Ingka Group Company Rule on Health & Safety for Cameron Wind I LLC (C3222)**

### **1. Introduction**

The safety, security and well-being of everyone affected by Ingka Renewable Asset operations is our first priority today and in the future. Health and Safety may not be subordinate to the achievement of other project or operational goals relating to cost/budget, time schedule and quality.

This Health & Safety Rule (the 'Rule') defines how Cameron Wind I LLC (C3222 or 'Cameron') will put into effect the principles of Health and Safety management for its investment in a wind farm consisting of 55 Acciona AW125 wind turbines and a battery storage project in Texas, USA. It instructs Cameron Wind I LLC Management, consultants, project teams and contractors involved in construction work and operations, to provide for maintaining the health and safety of all persons who may be affected, including contractors/third parties, the general public and Ingka Group employees.

This Rule has the following aims:

- prevent accidents and cases of work related ill health;
- maintain safe and healthy working conditions;
- provide and maintain safe plant and equipment;
- provide information, instruction and supervision for employees;
- ensure safe handling and use of substances; and
- ensure there are competent, trained resources to take appropriate actions when accidents or incidents occur.

### **2. Roles and Responsibilities**

Roles and responsibilities relating to the content of this Rule:

- Issuer - Cameron Wind I LLC Management – Cameron is managed by its Directors 'Cameron Management' who have overall responsibility for Health and Safety
- Content owner - Portfolio Manager, Renewable Energy Investments, Ingka Investments – responsible for the contents of this Rule.

Roles and responsibilities relating to the issues addressed in this Rule:

- Target Group:
  - Ingka Investments BV – responsibility includes reviewing/monitoring the implementation of this Rule and H&S plans
  - Commercial Manager – responsibility includes developing/implementing the H&S Plan and selecting/coordinating contractors
  - Contractors - responsibility includes the H&S management of their works

### **3. Content**

#### **3.1 General**

- Cameron is part of the Ingka Group and is therefore subject to the Ingka Group Policy on Safety and Security and the underlying Ingka Group Rule on Safety and Security.

## **Ingka Group Company Rule on Health & Safety for Cameron Wind I LLC (C3222)**

- Local regulations and laws must of course be adhered to. Should the local laws/regulations be less demanding than industry standards or Ingka Group rules, then the most stringent standard shall represent the minimum requirements to be met.
- Cameron Management will consult with its employees and those of relevant contractors regarding Health and Safety issues. Cameron Management shall ensure that all applicable laws regarding social aspects for employees are adhered to and that the workers' rights to freedom of association are respected.
- Everyone involved with the planning, management and implementation of construction work and operations must be competent (have appropriate knowledge, experience and resources for the particular work involved), to reduce the likelihood of accidents and ill health.
- All relevant external consultants/contractors employed by Cameron must be assessed as being competent to implement and adopt this Rule. If the Cameron Management is not able to carry out the necessary assessments of competence, then the Cameron Management shall hire a specialist Safety Consultant who shall have the necessary expertise, and the specific responsibility to carry out such assessments.

### **4. Implementation and monitoring**

- Cameron Management will ensure that the company minimum standards are in accordance with national legislation, government regulations and applicable Ingka Group rules.
- Cameron Management is responsible for the monitoring & follow-up of this Rule.
- Cameron shall have practical plans in place to reduce Health and Safety risks. They shall include measurable goals and timeframes and performance shall be reviewed regularly.
- All major personal injuries of Ingka Group employees, contractors' staff or the general public shall promptly be reported to Ingka Holding B.V.
- All Health and Safety related accidents and incidents shall be recorded and annually reported to Ingka Holding B.V.
- This Rule will be reviewed from time to time and updated if required. Revisions will be distributed to everyone responsible for implementing and adopting this Rule.

### **Definitions**

Not used.

### **Document references**

Ingka Group Policy on Investments  
Ingka Group Rule on Ingka Investments  
Ingka Investments Rule on Renewable Energy Investments  
Ingka Group Policy on Business Relations  
Ingka Group Rule on Business Relations  
Ingka Group Policy on Safety & Security  
Ingka Group Rule on Safety & Security  
Terms of Engagement in Renewable Energy Operations  
Ingka Renewable Asset H&S Plan(s)

**Ingka Group Company Rule on Health & Safety for Cameron Wind I LLC (C3222)**

**Revision History**

<b>Document name:</b> Ingka Group Company Rule on Health & Safety for Cameron Wind I LLC (C3222)	<b>Document Number:</b> IGCR HS C3222
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Version	Date	Major changes	Updates coordinated by	Approved by
1.0	1/1/17	Conversion of Environmental Policy into IKEA Company Rule format	Jack Chambers	John Harris
1.1	24/10/18	Reference docs updated, references to IKEA Group replaced with Ingka, new Company Rule template implemented	Jack Chambers	Frederik de Jong
1.2	24/09/20	No major changes	Jack Chambers	Frederik de Jong
1.3	24/10/22	Minor updates to cover assets beyond wind farms.	Jack Chambers	Frederik de Jong

*Signed*

Directors Cameron Wind I LLC

Date

  
\_\_\_\_\_  
John Harris

12/12/2022  
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Mark Foutch

8/1/2023  
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# INGKA GROUP COMPANY RULE ON TERMS OF ENGAGEMENT FOR CAMERON WIND I LLC (C3222)

**Approved and Issued by:** *Cameron Wind I LLC Management*  
**Date:** *1 January 2023*  
**Next revision date:** *1 January 2025*  
**Number:** *IGCR ToE C3222*  
**Version:** *1.3*  
**Content owner:** *Portfolio Manager, Renewable Energy Investments*  
**Corresponding policy:** *Investments*

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## **Ingka Group Company Rule on Terms of Engagement for Cameron Wind I LLC (C3222)**

### **1. Introduction**

This Company Rule has been developed in relation to the renewable energy investments of Ingka Group. As general Terms of Engagement may need specific adaptations in different jurisdictions, depending on applicable laws, regulations and practices, this Rule is implemented on a company level by the board of the relevant Ingka Group Renewable Energy Company.

The safety, security and well-being of everyone affected by our Ingka Renewable Asset operations is our first priority today and in the future. We are committed to manage these investments based on our culture and values, in a responsible manner and in a healthy, safe, ethical and sustainable way. Our aim is to deliver high quality operations while setting good examples on responsible management and considering the best interests of people (in particular their working conditions), planet and environment, both locally and globally.

The Company principles on Health & Safety and Environmental Protection are set out in the related Company Rules. Also Ingka Group Business Ethics guiding principles are applicable to our operations. To implement those principles related to Contractors, we have developed mandatory requirements to be complied with by the Contractors of an Ingka Group Renewable Energy Company. This Company Rule lays down these requirements and further describes the process and responsibilities related to such requirements and their implementation and enforcement in business operations.

### **2. Roles and Responsibilities**

#### ***Board of the INGKA Group Renewable Energy Company***

The Board of the Ingka Group Renewable Energy Company is responsible for the overall renewable energy activities of the respective Ingka Group Renewable Energy Company in the relevant country. The Board approves this Company Rule and the ToE, as well as any updates and follow ups on status of ToE implementation. Any deviation from this Company Rule is decided upon by the Board.

#### ***INGKA Group Renewable Energy Company***

Each Ingka Group Renewable Energy Company is responsible to secure that all Contractors implement the relevant ToE requirements. Also, it is responsible to secure that all relevant persons assigned in this Company Rule with responsibilities concerning the implementation and monitoring of ToE compliance have adequate competence profiles for such an assignment.

#### ***Business Responsible***

Is the person authorised to negotiate with the relevant Contractors on behalf of the Ingka Group Renewable Energy Company and is responsible to ensure that the ToE are enforced.

#### ***Contractors***

Are responsible to implement and maintain the ToE requirements at the Contractor's registered headquarters or working units and any other relevant working areas, as well as in relation to the services provided to the Ingka Group Renewable Energy Company and to secure compliance with and implementation of the ToE by all their sub-suppliers, according to the scope defined and as agreed with Ingka Group Renewable Company.

## **Ingka Group Company Rule on Terms of Engagement for Cameron Wind I LLC (C3222)**

### **3. ToE in the Business Process**

#### **3.1 Scope of ToE**

ToE is applicable to the Contractors of an Ingka Group Renewable Company.

#### **3.2 Communication of demands**

Before starting a business relationship with a potential Contractor, the Business Responsible ensures that the purpose, process, background and related ToE documents are communicated to the Contractor.

The Business Responsible ensures that the potential Contractors understand ToE demands for their own and sub-supplier operations and is responsible for clarifying any queries and for communicating any changes to the ToE requirements.

#### **3.3 Legal commitment**

The Business Responsible shall make sure that the relevant ToE requirements are enforced on the Contractor. The ToE shall be appended to the contract.

#### **3.4 Audit**

The Ingka Group Renewable Energy Company is entitled to carry out periodic legal compliance controls and audits to ensure that the Contractors operate in accordance to the ToE and relevant legal requirements. The contract concluded with the Contractor shall include specific language granting such audit rights.

Audit results, identified non-compliances, corrective actions and any other remarks should be reported by the Business Responsible to Ingka Group Financial Risk Monitoring & Control Manager on a bi-monthly basis as part of the regular risk management report. Any specific critical event should be reported immediately.

### **4. Implementation and monitoring**

It is the responsibility of the Business Responsible to secure implementation of the ToE within all their units by creating awareness of the ToE and this Company Rule with instructions and/or training for co-workers.

Monitoring of compliance with the ToE and this Company Rule is the ongoing responsibility of the Ingka Group Renewable Energy Company organization overall and specifically of the Business Responsible who reports any major deviations to the Board and follows-up that all such deviations are corrected within the defined timeframes.

This Rule will be reviewed from time to time and updated if required. Revisions will be distributed to everyone responsible for implementing and adopting this Rule.

## **Ingka Group Company Rule on Terms of Engagement for Cameron Wind I LLC (C3222)**

### **Definitions**

Contractors means mainly the suppliers of the following services to the Ingka Group Renewable Energy Company: commercial management, turbine operations and maintenance. The operations manager may decide the enforcement of the ToE to other suppliers.

Ingka Group Renewable Energy Company means the company that owns Ingka Group Ingka Renewable Asset in the relevant country or is involved in the management thereof and where the relevant board has adopted this Rule.

Terms of engagement or Terms or ToE means the minimum requirements that the Contractors of an Ingka Group Renewable Company must comply with. The ToE are outlined in Attachment 1 (ToE) and Attachment 2 (Business Ethics).

### **Document references**

Ingka Group Policy on Investments  
Ingka Group Rule on Ingka Investments  
Ingka Group Policy on Sustainability  
Ingka Group Policy on Safety and Security  
Ingka Group Rule on Safety and Security  
Ingka Group Policy on Business Relations  
Ingka Group Rule on Business Relations  
Ingka Group Policy on Anti-bribery and Corruption  
Ingka Group Rule on Anti-corruption  
Ingka Investments Rule on Renewable Energy Investments  
Ingka Group Company Rule on Health & Safety  
Ingka Group Company Rule on Environmental Protection

## Ingka Group Company Rule on Terms of Engagement for Cameron Wind I LLC (C3222)

### Revision History

<b>Document name:</b>  Ingka Group Company Rule on Terms of Engagement for Cameron Wind I LLC (C3222)	<b>Document Number:</b>  IGCR ToE C3222
-------------------------------------------------------------------------------------------------------------	-----------------------------------------------

Version	Date	Major changes	Updates coordinated by	Approved by
1.0	1/9/2018	New document	Willem Malda	Frederik de Jong
1.1	25/10/2018	Reference docs updated, references to IKEA replaced with Ingka, new Company Rule template implemented	Willem Malda	Frederik de Jong
1.2	24/09/2020	No major changes	Jack Chambers	Frederik de Jong
1.3	11/11/2022	Updates to allow for IWAY 6.0 updates and Assets beyond wind farms	Jack Chambers	Frederik de Jong

*Signed*

Directors Cameron Wind I LLC

Date

  
\_\_\_\_\_  
John Harris

12/12/2022  
\_\_\_\_\_

  
\_\_\_\_\_  
Mark Foutch

8/1/2023  
\_\_\_\_\_

## Ingka Group Company Rule on Terms of Engagement for Cameron Wind I LLC (C3222)

### Attachment 1: Terms of Engagement Renewable Energy Operations, Ingka Investments

#### Introduction

These Terms have been developed in relation to the renewable energy investments of Ingka Group, as operated in an Ingka Group Renewable Energy Company and managed by Ingka Investments, hereinafter the Employer. We are committed to manage these investments based on our culture and values, in a responsible manner and in a healthy, safe, efficient and sustainable way. Our aim is to deliver high quality operations while considering the best interests of people, planet and environment, both locally and globally.

These *Terms* include requirements to be complied with by the *Contractors* of the *Employer*.

The provisions of these *Terms* should be considered as a minimum set of requirements and are not intended to supersede national legislation or other accepted standards stipulating higher requirements applicable to our operations. More stringent applicable requirements should have priority over the provisions of these *Terms*.

The *Contractor* is responsible to ensure that all services and works in connection to the *Ingka Renewable Asset*, by their personnel or subcontractors, comply with these *Terms*, the legislation and permit conditions. Should any provisions of these *Terms* contradict national laws, the laws shall always be complied with and prevail. In such cases, the *Contractor* shall immediately inform the *Employer*.

The *Contractor* shall keep the *Employer* informed about any cases of non-compliance with these *Terms*. The *Employer* may conduct legal compliance controls and audits to ensure that the *Contractor* operates in accordance to the current *Terms* and relevant legal requirements.

Words or expressions *in Italic* are explained / defined at the end of this document.

#### Requirements

##### 1. Sustainability

1. *Contractors* shall make available to the *Employer* their sustainability standards and any updates thereto.
2. Any changes of the sustainability standards of the *Contractor* in a materially adverse way may impact the continuance of the business relation with the *Employer* or Ingka Group.
3. *Contractor's* current energy sources are known and possibilities to convert to renewable energy sources are identified. Opportunities to refuse, reduce, reuse and recycle waste are identified and implemented. Information is available on water use and how wastewater is treated.

##### 2. People

1. Applicable laws and regulations relating to *Workers'* employment are complied with. These include, but are not limited to laws and regulations relating to recruitment practices, agreements, reporting to relevant authorities, freedom of association, working hours, wages, leave and benefits. *Contractor's Workers* have the freedom to terminate employment at any time according to the agreed notice period, without penalty or salary deductions.
2. Regardless of the applicable laws and regulations referred to above, *Contractor* shall not use 'Zero hours' contracts and non-work related health testing, such as for pregnancy or HIV is not used.

## **Ingka Group Company Rule on Terms of Engagement for Cameron Wind I LLC (C3222)**

3. *Child* labour is not allowed and *Young Workers* are employed according to applicable law and the *Contractor* protects them from any type of employment or work which by its nature or circumstances in which it is carried out is likely to affect their health, safety or morals. Regardless of the applicable laws and regulations referred to above, *Contractor* shall not use 'Zero hours' contracts and non-work related health testing, such as for pregnancy or HIV is not used.
4. The *Contractor* must not use *Forced labour*, *Prison labour* or otherwise imposed or involuntary labour.
5. Uniforms, when required, are provided in sufficient quantity and free of charge. No deductions are made for cleaning and/or maintaining uniforms.
6. *Workers* have the adequate qualifications/licenses according to their position/job description.
7. Prior to starting a specific task all *Workers* undergo appropriate training, which shall be in line with industry standards. This training is renewed according to relevant legislation and/or identified needs.
8. *Workers* are compensated for additional living costs resulting from working away from their base location.
9. Corrective actions required as a result of labour inspections or equivalent are documented and completed within the specified timeframe.

### **2. Environment and Health and Safety**

1. *Contractor* shall comply with the relevant environmental protection and health and safety regulations and ensures the proper management related thereto of the works that it carries out at the *Ingka Renewable Asset*.
2. *Contractor* continuously updates its relevant policies to implement new legislation or any changes related to the work that it carries out at the *Ingka Renewable Asset*. To the minimum, *Contractor* shall have environmental management and health and safety plans in place to reduce the environmental impact and health and safety risks. They shall be in line with industry standards, shall include measurable goals and timeframes and performance shall be reviewed regularly.
3. *Contractor*, its personnel, consultants, sub-contractors and everyone involved by the latter in the planning, management and execution of constructions works and operations at the *Ingka Renewable Asset* must be competent to implement and adopt these Ingka Group requirements. If the *Contractor* is not able to carry out the necessary assessments of competence, then it shall hire a specialist who shall have the necessary expertise, and the specific responsibility to carry out such assessments.
4. *Contractor* will consult with its employees and those of relevant subcontractors regarding environmental protection and health and safety issues.
5. *Contractor* shall promptly report to the Employer all major injuries of the *Employer's* personnel, *Contractors'* staff or of any other person involved in the operation of the *Ingka Renewable Asset* or passing its premises, as well as all incidents likely to influence whether "consumers agree that the *Employer* or Ingka's IKEA Retail Business is a company that in action shows it takes responsibility for the environment".
6. *Contractor* shall record and annually report to the *Employer* all health and safety related accidents and incidents.
7. *Contractor* shall provide necessary and appropriate protective equipment and training to its personnel on how to use it at the *Ingka Renewable Asset*, in line with the relevant health and safety plan.

## Ingka Group Company Rule on Terms of Engagement for Cameron Wind I LLC (C3222)

8. Buildings in use by *Contractor* are designed, constructed, maintained and modified in a way that ensures structural integrity. Electrical wiring, lighting and gas fixtures are properly installed and maintained.
9. Required corrective actions from competent authorities are documented and completed within the set timeframe.
10. Business activities are not conducted in High Conservation Value Areas, unless the area is certified according to a system recognised by Ingka.

### 3. Risk Assessment

1. *Contractors* are responsible to perform risk assessments for the works they are responsible for, update them as required and implement proper mitigation measures in relation thereto.

### 4. Transparency

1. *Contractors* shall be transparent at all times and promptly communicate any concerns, real or threatened business risks or Incidents or Accidents.
2. *Contractors* have a *Routine* for reporting, analysing, following up and acting on such concerns, business risks, Incidents and Accidents.

### 5. Communication

1. The *Contractor* shall not speak on behalf of the Employer or the Ingka Group, shall not disclose to third parties information regarding their business relations with the *Employer* or use the names or visual identity elements of the *Employer* or of Ingka's IKEA Retail Business or Ingka Group (including, without limitation, any logos) on any communication materials (printed, audio-visual, web etc.).

### 6. Key account management

1. Where the *Contractor* provides services to the Ingka Group in three countries or more, a dedicated key account manager will be allocated for the management of the relationship and communication between Ingka Group and the *Contractor*.

## **Ingka Group Company Rule on Terms of Engagement for Cameron Wind I LLC (C3222)**

### **Annex 1 Definitions**

*Accident* – any occurrence that leads to any kind of injury.

*Child* – persons under the age of 18.

*Contractor* – the company that has entered into a business relation with the Employer and provides relevant services in connection with the *Ingka Renewable Asset*.

*Employer* – the company that owns the *Ingka Renewable Asset*, typically a subsidiary of Ingka Group in the relevant country.

*Environmental Management Plan* - describes the management system and measures to control the environmental conditions at the *Ingka Renewable Asset*.

*Health and Safety Plan* - describes the management system and measures to control the health and safety conditions at the *Ingka Renewable Asset*.

*Incident (near miss)* - is a situation in the workplace that could easily have resulted in injury or damage to people and/or the environment.

*Ingka Renewable Asset* - the Ingka Group owned wind farm, solar PV project and/or battery storage project which is subject to a services agreement between the Contractor and Employer.

*Routine* – a procedure or set of instructions (written or presented in pictures, signs or diagrams) setting a specific working order for an activity or process.

*Terms* – Terms of Engagement or ToE.

*Young Worker* - persons under 18 years of age, but above the minimum working age, who are engaged in work.

*Worker* - any person engaged in activities at the *Ingka Renewable Asset*.



## Ingka Group Company Rule on Terms of Engagement for Cameron Wind I LLC (C3222)

### Attachment 2: Ingka Group Business Ethics

#### Ingka Group Business Ethics

Dear business partner!

We would like to ask for your attention on the guiding principles regarding business ethics we require our business partners to follow. They are also applicable to any party that performs services for or on behalf of the business partner. It is mandatory for all parties which have a contract with a company in the group of companies ultimately owned by Ingka Holding B.V. (Ingka Group).

At Ingka Group we are guided and inspired by our vision "to create a better everyday life for the many people", our business idea and our values. Together they describe and promote a long-term view on doing good business, help create a high degree of trust and build solid and sustainable relationships.

We put high expectations on ourselves to perform our business in an honest, open and ethical way. These expectations are also shared by our customers, business partners and society in general. Bribery and corruption are contradictory to the objective of doing good business. They damage the confidence our co-workers, suppliers, customers and other stakeholders have in Ingka Group and in the IKEA brand. Furthermore, bribery and corruption undermine the rule of law, distort markets, and deny the many people their rightful share of resources. Therefore, we do not accept bribery and corruption in any form.

We define 'bribery' as the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action which is illegal, unethical or a breach of trust. Inducements can take the form of gifts, loans, fees, rewards or other advantages (taxes, services, donations, favours, etc.). By 'corruption' we mean the abuse of entrusted power for private gain. Examples include bribery, extortion, embezzlement and favouritism, either in the public or private domain.

The standpoints we would like your attention for are:

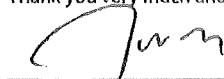
- Ingka Group has zero tolerance towards bribery and corruption in any form;
- Ingka Group does not allow any form of facilitation payments;
- No one, co-worker or business partner, acting on behalf of Ingka Group or with whom Ingka Group has a relation (including suppliers, vendors and contractors) may directly or indirectly, offer, promise, give, accept or solicit bribes and corrupt payments of any kind or anything that could be perceived as such;
- Ingka Group co-workers do not offer or accept gifts and hospitality. However, it is recognised that the rare acceptance or offer of token gifts may be a legitimate contribution to building or maintaining good business relationships when done in a transparent way;
- Conflicts of Interest must be avoided and (potential) conflicts of interest need to be reported and acted on transparently. A conflict of interest occurs when an individual's private interest in any way interferes - or even appears to interfere - with the interests of Ingka Group;
- Ingka Group is committed to comply with international trade legislation by screening business relations against international sanction lists. Therefore, Ingka Group has routines in place to detect and respond to (potential) positive listings and expects business partners to do this as well;
- Ingka Group refrains from transactions, which directly or indirectly, involve money laundering.

You are requested to inform all your co-workers and any party that performs services for or on behalf of your company involved in the business with Ingka Group, about the content of this message to ensure their compliance with these principles. If your company has a code or policy on business ethics which is related to the content of this document, you are welcome to share this with us.

Throughout the course of our future relationship, we urge you as our business partner to inform Ingka Group, locally or centrally, of any attempt or request from any Ingka Group co-workers to get or offer inappropriate benefits.

Trust and honesty are cornerstones of our culture, however we reserve the right to enquire or investigate in case of suspicion of corruption.

Thank you very much and looking forward to working with you!



Jesper Brodin  
Managing Director Ingka Holding B.V.



Juvencio Maeztu  
Managing Director Ingka Holding B.V.



## **Exhibit I**

### **Availability Guarantee**

#### **A. Availability Guarantee**

Powin calculates System Measured Availability based on a measurement of the percentage of contracted power the system is available to provide over time.

During the Term, Powin guarantees the following System Measured Availability for each separate Availability Guarantee Period defined below (the "Availability Guarantee"). If for any Availability Guarantee Period (as defined in the "Table LD" below) actual System Measured Availability is lower than the Required Availability amount Powin will compensate the Owner at the liquidated damage rates set forth below ("Availability LDs").

#### **1. Required Availability and Availability Guarantee Periods**

Table LD:

<b>Availability Guarantee Period</b>	<b>Required Availability</b>	<b>LD Rate (\$/kW)</b>
Summer Peak	97%	\$170
Winter Peak	96%	\$170
All Other Times	94%	\$170

"Summer Peak" means the hours of the day defined as "On-Peak Hours" in the ERCOT Nodal Protocols during the months of June, July, August, and September each year.

"Winter Peak" means the hours of the day defined as "On-Peak Hours" by the ERCOT Nodal Protocols during the months of December, January, and February each year.

"All Other Times" means all hours in an Operating Year that are not Summer Peak, Winter Peak.

#### **2. Availability Calculation**

Calculation Description:

"Measured Minute" means the total number of minutes in the Availability Guarantee Period.

"Project Stack Rating" shall mean 361.25 kW AC, which is the rated power of the Stack (366.75 kW DC) adjusted to the AC side of the PCS using PCS losses of 1.50%, as both are described in Exhibit C of the BESA.

“Excused Period” means: Owner discretionary hours; pre-approved Preventative Maintenance not to exceed 110 hours per Stack in aggregate each year, to be used at Powin’s discretion; grid curtailment or outages; Owner interruptions acts or omissions including any downtime for augmentation; acts of other third parties; alarms and emergencies, except those caused by the failure of Covered Equipment; loss of network connection unrelated to Facility equipment; failure of the medium voltage transformer, switchgear or connection to POI downtime; the occurrence and continuation of a Force Majeure Event; and Initial Spare Parts Lead Times. For the avoidance of doubt, owner discretionary hours as described above are applied per Stack, not multiplied by the number of Stacks for the Facility as a whole.

“Initial Spare Parts Lead Times” means, for any measured unavailability of a component during the period starting from the Effective Date and ending three (3) months later, up to three (3) months per Stack of downtime related to a failure that to repair requires spare parts from the Initial Spare Parts that have not been delivered to Site. For the avoidance of doubt, the Initial Spare Parts Lead Times (i) do not apply once the applicable Initial Spare Part has been delivered to the Site’s Spare Parts’ inventory, and (ii) only applies to downtime duration measured from the time the applicable spare part is ordered to the time the spare part is delivered to Site and does not include time (A) from failure of spare part to spare part ordering or (B) time of delivery of spare part to resumption of operations. As an example, if a PCS fails two months after the Effective Date and the Initial Spare Part required to repair the PCS has not been delivered, the downtime of the PCS and all connected Stacks shall be an Excused Period while the applicable spare part is ordered and awaiting delivery, and the downtime shall not be an Excused Period after three months from the Effective Date.

“Array” means a collection of equipment including the PCS and all DC buses and components that connect to the PCS.

“System Measured Availability” means, during any given Availability Guarantee Period, the percentage derived by (1) the sum of the Measured Availability for all Arrays, divided by (2) the total number of Arrays.

“Measured Availability” for an Array for the Availability Guaranteed Period is derived by the following formula:

$$\frac{(\sum_{i=1}^{Measured\ Minutes} Min (PCSPwr, StackPwr))}{(ArrayRatedPwr * MeasuredMinCount)}$$

Where:

(i) "ArrayRatedPwr" is the lesser of (A) RatedPwr and (B) the Project Stack Rating multiplied by the number of Stacks per Array.

(ii) "PCSPwr" means the RatedPwr times PCSAvailable.

(iii) "PCSAvailable" is 1 when (i) the PCS is available to charge from or discharge to the grid during minute *i* or (ii) the PCS is unavailable for operation due to an Excused Period during minute *i*, and 0 otherwise.

(iv) "StackPwr" means (A) the total number of Stacks within an Array either (i) available for operation during minute *i* or (ii) not available for operation due to an Excused Period during minute *i*, multiplied by (B) Project Stack Rating, where the total number of Stacks available shall be determined by the Stack's ability to charge or discharge, based on StackOS error codes.

(v) "RatedPwr" means 3,610 kW AC, or the rated power of the PCS at 40°C ambient temperature as described in Exhibit C of the BESA. .

(vi) "MeasuredMinCount" The number of Measured Minutes.

(vii) "Contracted Power" means 16,400 kW AC, as described in Exhibit F-1 of the BESA.

All such calculations shall be based upon the information collected by the StackOS; in the absence of which, during any periods of time, the calculations for such periods shall be determined in a manner reasonably acceptable to Owner and Powin. Additionally, in periods where the Owner does not have access to control the system, such as during certain maintenance activities or retesting, the System Measured Availability, the Parties will meet and negotiate in good faith such adjustments to the System Measured Availability calculation as may be reasonably acceptable to Owner and Powin to account for such period(s).

3. With respect to an Availability Guarantee Period, the Availability LDs due shall be calculated via the following method:

First, calculate the Shortfall Percentage:

$$\text{Shortfall Percentage} = \text{Required Availability} - \text{System Measured Availability}$$

Second, if and only if the Shortfall Percentage is a positive number, calculate the Availability LDs using a decimal value between 0 and 1 for the Shortfall Percentage and the Contracted Power in kW:

*Availability LD*

$$= \text{Shortfall Percentage} * \text{LD Rate} * \text{Contracted Power} \\ * \left( \frac{\text{Measured Minutes in Availability Guarantee Period}}{\text{Measured Minutes in Operating Year}} \right)$$

4. Powin shall provide to Owner such data and other materials and calculations as necessary or otherwise are reasonably requested by Owner for Owner to review and verify compliance with the Availability Guarantee.

5. Liquidated Damages shall be due at the end of each Operating Year. Within 10 days following the end of each Operating Year, Powin shall provide Owner with all applicable data from the last applicable Operating Year. On or before October 1st after the applicable Operating Year, Owner shall submit an invoice to Powin for any Availability LDs. The invoice will be accompanied by documentation sufficient to demonstrate that the Availability Guarantee was not satisfied and to substantiate the calculation of LDs. Powin shall pay the required LDs to Owner within thirty (30) days following receipt of the invoice and accompanying documentation.

6. Notwithstanding any other provision of this Agreement, the Parties agree that the Liquidated Damages referenced in this Section shall be the sole and exclusive remedy for the failure to achieve the Availability Guarantee. The Parties agree that Owner's actual damages in the event of failures to achieve the Availability Guarantee would be extremely difficult or impracticable to determine. After negotiation, the Parties have agreed that these Liquidated Damages are in the nature of liquidated damages and are a reasonable and appropriate measure of the damages that Owner would incur as a result of such delays or failures, and do not represent a penalty.

B. Availability Recovery Plan

If Availability LDs are paid during an Operating Year, Powin shall:

(1) within thirty (30) Business Days following such Operating Year, provide to Owner a written plan detailing the actions Powin will take with respect to the Covered Equipment to increase the Measured Average Availability to a level that equals or exceeds the Guaranteed Availability (the "Availability Recovery Plan");

(2) in case the System Measured Availability is lower than the Availability Guarantee and this is caused by repeated failures during such Availability Guaranteed Period of certain identical Parts that materially affect the performance of the BESS, Powin shall prepare a report detailing (i) the immediate source of the breakdown or failure of the applicable Parts, (ii) the Parts, if any, which need repair and/or replacement, (iii) any recommendations to avoid future breakdown or failures of the same type, and (iv) include the result thereof in an appropriate action plan; and (3) use commercially reasonable efforts to implement such plan within a reasonable time thereafter.

## **Exhibit J**

### **Apprenticeship Obligations**

#### **1. Definitions.**

As used in this Exhibit J, the capitalized terms shall have the meaning set forth in this Section 1. Any terms that are capitalized but not defined herein shall have the meaning set forth in the Agreement.

"Apprenticeship Cure Payment" means a payment described in Section 45(b)(8)(D)(i)(II) of the IRC as adopted by reference in Sections 48(a)(11) or 48E(d)(4) of the IRC, as applicable, and Proposed Regulations Section 1.45-8(e)(2).

"Apprenticeship Term" means the period commencing on the Services Commencement Date and ending on the earlier to occur of (a) the expiration or earlier termination of this Agreement, or (b) the 5th anniversary of the date on which the Facility is Placed in Service.

"Compliance Reports" has the meaning set forth in Section 2(c) of this Exhibit J.

"Construction, Alteration or Repair" has the meaning set forth in Proposed Regulations § 1.45-7(d)(2).

"Employed" means an arrangement in which an individual performs services for Powin or any Subcontractor, regardless of whether the individual would be characterized as an employee or an independent contractor for other federal tax purposes.

"Labor Hours" means the total number of hours devoted to the performance of Construction, Alteration, or Repair work by any individual Employed by Powin or any Subcontractor, excluding any hours worked by foremen, superintendents, owners or persons employed in a bona fide executive, administrative or professional capacity (within the meaning of those terms in 29 CFR 541).

"Placed in Service" means (i) the receipt of all required licenses and governmental approvals necessary to operate the Facility, (ii) the completion of any critical tests relating to the safety and functionality of the Facility, (iii) the commencement of daily or regular operations of the Facility, (iv) the synchronization of the Facility into a power grid and the batteries have been fully installed and are generating revenue in connection with capacity payments, the sale of discharge electricity or the provision of other project attributes, (v) care, custody, and control of, risk of loss and title to the Facility has been transferred to the Owner, and (vi) such other factors as may be specified under the Internal Revenue Service's published guidance interpreting the terms "placement in service" and "placed in service," if applicable.

"Proposed Regulations" means the proposed Treasury Regulations issued as Document Number 2023-18514.

"Qualified Apprentice" means an individual who is Employed by Powin or by any Subcontractor and who is participating in a registered apprenticeship program, as defined in Proposed Regulation Section 1.45-8(f)(4).

"Treasury Regulations" means the regulations issued by the U.S. Department of the Treasury pursuant to the IRC.

## **2. Apprenticeship Requirements.**

From and after the Service Commencement Date, Powin shall comply with the obligations in this Exhibit J:

- (a) Contractor shall ensure (and require each Subcontractor to ensure) that, the Apprenticeship Requirements are met during the Apprenticeship Term, including not less than twelve and one half percent (12.5%) or fifteen percent (15%), as applicable of the total Labor Hours of the work constituting Construction, Alteration or Repair (including such work performed by any Subcontractor) with respect to the Facility shall be performed by Qualified Apprentices in a manner so that the Project will satisfy the Apprenticeship Requirements, including (i) ensuring that each Subcontractor with four or more individuals performing labor hours (and Contractor if it has four or more individuals performing labor hours) has at least one (1) Qualified Apprentice, and (ii) taking into account any applicable requirements for "apprentice-to-journeyworker ratios" of the applicable apprenticeship program registered by the U.S. Department of Labor or the applicable State government agency that has responsibility and accountability for apprenticeship within the State and that has been recognized and authorized by the U.S. Department of Labor's Office of Apprenticeship to register and oversee apprenticeship programs and agreements for federal purposes.
- (b) In addition to Powin's obligation to provide Compliance Reports (as defined below), Powin agrees to provide such documentation consistent with Proposed Regulations § 1.45-12 as may reasonably be requested by Owner from time to time to substantiate compliance with the Apprenticeship Requirements. Powin shall maintain and preserve sufficient records, including books of account or records for work performed by Subcontractors of Powin, in sufficient form to establish that the Apprenticeship Requirements have been satisfied. Such records with respect to Powin and Subcontractors will include identifying the Labor Hours performed by Qualified Apprentices, the total Labor Hours, and records sufficient to identify all applicable registered apprenticeship programs (and all correspondence to and from each such registered apprenticeship programs). Powin shall maintain such documentation for a period of thirteen (13) years after the Facility was Placed in Service.
- (c) Powin shall provide to Owner a report in a form agreed between the Parties for each month in which Powin or a Subcontractor performs Construction, Alteration



or Repair work that demonstrates and certifies to Owner's satisfaction that Powin and its Subcontractors are in compliance in all respects with the Apprenticeship Requirements during such month (each, a "Compliance Report").

- (d) Owner and its Affiliates and designees (including, for the avoidance of doubt, a third-party accounting firm) shall have the right to audit all information (including supporting documentation) provided in a Compliance Report and that otherwise is capable of being verified by audit to ensure that Powin and its Subcontractors are in compliance in all respects with the Apprenticeship Requirements. Powin shall reasonably cooperate with any such audits, including making available to Owner (and its Affiliates and designees, as applicable) a representative of Powin to answer questions related to the Apprenticeship Requirements. Powin shall cooperate in good faith with the Financing Parties, including with respect to responses to requests or inquiries by such Financing Parties and their designees related to the Apprenticeship Requirements. Owner shall have the right to share the results of any audit with Owner's Affiliates, Financing Parties and taxing authorities.
- (e) If Powin fails to satisfy the Apprenticeship Requirements, Powin shall, reimburse Owner and its Affiliates for all reasonable and documented amounts paid by Owner or its Affiliates in connection with an Apprenticeship Cure Payment; provided, however, Powin's reimbursement of costs shall not exceed an amount equal to the Apprenticeship Cure Payment. Owner shall provide Powin with an invoice documenting any such costs or damages incurred (including any payments made) by Owner or an Affiliate, and Powin shall pay such invoice within twenty (20) Business Days of receipt of the same. Powin's obligations under this Section 2(e) shall survive until the date that is ninety (90) days after the expiration of the relevant statute of limitations (as may be extended).

**Exhibit K**  
**Prevailing Wage Obligations**

**1. Definitions.**

As used in this Exhibit K, the capitalized terms shall have the meaning set forth in this Section 1. Any terms that are capitalized but not defined herein shall have the meaning set forth in the Agreement.

"Compliance Reports" has the meaning set forth in Section 2(c) of this Exhibit K.

"Construction, Alteration or Repair" has the meaning set forth in Proposed Regulations § 1.45-7(d)(2).

"Contact Procedures" means requesting a supplemental wage determination or wage rates for unlisted labor classifications applicable to the Construction, Alteration or Repair of the Facility by contacting the Department of Labor, Wage and Hour Division via email at IRAPrevailingwage@dol.gov or such other address as may be prescribed in guidance and instructions issued by the Wage and Hour Division pursuant to the instructions provided in Proposed Regulations § 1.45-7(b)(3)(ii).

"Employed" means an arrangement in which an individual performs services for Powin or any Subcontractor, regardless of whether the individual would be characterized as an employee or an independent contractor for other federal tax purposes.

"Laborers or Mechanics" or "Laborers and Mechanics" means those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), and includes apprentices, helpers and working foremen who do not meet the criteria of 29 CFR 541 and devote more than twenty (20%) of their time during a work week to mechanic or laborer duties (to the extent of time so spent). The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual, or persons employed in a bona fide executive, administrative, or professional capacity (as defined in 29 CFR 541).

"Placed in Service" means (i) the receipt of all required licenses and governmental approvals necessary to operate the Facility, (ii) the completion of any critical tests relating to the safety and functionality of the Facility, (iii) the commencement of daily or regular operations of the Facility, (iv) the synchronization of the Facility into a power grid and the batteries have been fully installed and are generating revenue in connection with capacity payments, the sale of discharge electricity or the provision of other project attributes, (v) care, custody, and control of, risk of loss and title to the Facility has been transferred to the Owner, and (vi) such other factors as may be specified under the Internal Revenue Service's published guidance interpreting the terms "placement in service" and "placed in service," if applicable.

**“Prevailing Wage Cure Payment”** means with respect to any failure to satisfy the Prevailing Wage Requirements, (a) a payment to any Laborer or Mechanic who was paid wages at a rate below that required under the Prevailing Wage Requirements for any period during the Prevailing Wage Term in an amount equal to the sum of (i) the difference between (A) the aggregate wages paid to such Laborer or Mechanic during such period, and (B) the aggregate wages required to have been paid to such Laborer or Mechanic during such period under the Prevailing Wage Requirements, plus (ii) interest on the amount described in subclause (i) at the federal underpayment rate established in Section 6621 of the IRC substituting six (6) percentage points for three (3) percentage points, and (b) a payment to the U. S. Department of the Treasury in an amount equal to the product of \$5,000 and the total number of Laborers and Mechanics who were paid wages below those required to have been paid under the Prevailing Wage Requirements for any period during the Prevailing Wage Term; provided that (x) the sum of the amounts described in clause (a)(i) and (ii) is multiplied by three, and (y) \$10,000 is substituted for \$5,000 in clause (b) above if the failure to satisfy the Prevailing Wage Requirements is due to intentional disregard as determined by Owner, a Financing Party, or a taxing authority.

**“Prevailing Wage Term”** means the period commencing on the Services Commencement Date and ending on the earlier to occur of (a) the expiration or earlier termination of this Agreement, or (b) the 5th anniversary of the date on which the Facility is Placed in Service.

**“Treasury Regulations”** means the regulations issued by the U.S. Department of the Treasury pursuant to the IRC.

## **2. Prevailing Wage Requirements.**

From and after the Service Commencement Date, Powin shall comply with the obligations in this Exhibit K:

- (a) Powin shall ensure that any Laborers and Mechanics Employed by Powin or its Subcontractors in the Construction, Alteration or Repair of the Facility during the Prevailing Wage Term shall be paid wages at rates not less than the prevailing rates for Construction, Alteration or Repair of a similar character in the locality in which such Facility is located as most recently determined by the Secretary of Labor, in accordance with subchapter IV of chapter 31 of title 40, United States Code and as set forth in Proposed Regulations Section 1.45-7(b)(2) and (3), in each case in a manner so that the Facility will satisfy the Prevailing Wage Requirements. In furtherance of such Prevailing Wage Requirements, Powin shall (and ensure that its Subcontractors shall) (i) apply each applicable prevailing wage determination published on [www.sam.gov](http://www.sam.gov) for the geographic area and type or types of construction applicable to the Facility, including all labor classifications for the Construction, Alteration or Repair that will be done on the Facility by Laborers or Mechanics, (ii) confirm monthly and at any time the Agreement is

changed to include additional, construction, alteration, or repair work not within the scope of work of the Agreement as of the Effective Date, or to require work to be performed for an additional time period not included in the Agreement as of the Effective Date, including where an option to extend the term of this Agreement is exercised that such prevailing wage determinations reflect the prevailing rates for the Laborers or Mechanics who perform work on the Facility as most recently determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code, and promptly update the wage rates paid to such the Laborers or Mechanics as necessary to stay in compliance with the Prevailing Wage Requirements, and (iii) in the event (A) the Secretary of Labor has not published a prevailing wage determination for the geographic area and type of construction for the Facility on [www.sam.gov](http://www.sam.gov), or (B) the Secretary of Labor has issued a prevailing wage determination for the geographic area and type of construction, but one or more labor classifications for the Construction, Alteration or Repair that will be done on the Facility by Laborers or Mechanics is not listed, utilize the Contact Procedures (as such procedures may be updated in Future Guidance) to obtain such unlisted information, and rely on such determination by the Department of Labor, Wage and Hour Division as to the labor classifications and wage rates to be used for the type of work in question in the area in which the Facility is located.

- (b) In addition to Powin's obligation to provide Compliance Reports (as defined below), Powin agrees to provide such documentation consistent with Proposed Regulations § 1.45-12 as may reasonably be requested by Owner to substantiate compliance with the Prevailing Wage Requirements. Such records with respect to Powin and Subcontractors will include identifying the applicable prevailing wage determination, the Laborers and Mechanics who performed work constituting Construction, Alteration or Repair, the classifications of work they performed, the wage rates paid for the work, and copies of any certified payroll and U.S. Department of Labor Wage Hour Form 347. Powin shall maintain such documentation for a period of thirteen (13) years after the Facility was Placed in Service.
- (c) Powin shall provide to Owner a report in a form agreed between the Parties for each month in which Powin or a Subcontractor performs Construction, Alteration or Repair work that demonstrates and certifies to Owner's satisfaction that Powin and its Subcontractors are in compliance in all respects with the Prevailing Wage Requirements during such month (each, a "Compliance Report").
- (d) Owner and its Affiliates and designees (including, for the avoidance of doubt, a third-party accounting firm) shall have the right to audit all information (including

supporting documentation) provided in a Compliance Report and that otherwise is capable of being verified by audit to ensure that Powin and its Subcontractors are in compliance in all respects with the Prevailing Wage Requirements. Powin shall reasonably cooperate with any such audits, including making available to Owner (and its Affiliates and designees, as applicable) a representative of Powin to answer questions related to the Prevailing Wage Requirements. Powin shall cooperate in good faith with the Financing Parties, including with respect to responses to requests or inquiries by such Financing Parties and their designees related to the Prevailing Wage Requirements. Owner shall have the right to share the results of any audit with Owner's Affiliates, Financing Parties and taxing authorities.

- (e) If Powin fails to satisfy the Prevailing Wage Requirements, Powin shall, reimburse Owner and its Affiliates for all reasonable and documented amounts paid by Owner or its Affiliates in connection with a Prevailing Wage Cure Payment; provided, however, Powin's reimbursement of costs shall not exceed an amount equal to the Prevailing Wage Cure Payment. Owner shall provide Powin with an invoice documenting any such costs or damages incurred (including any payments made) by Owner or an Affiliate, and Powin shall pay such invoice within twenty (20) Business Days of receipt of the same. If Powin discovers that any Prevailing Wage Cure Payments are owed to any Laborers or Mechanics, Powin shall make such payment and send reasonable documentation of (i) such payment and (ii) the failure to satisfy the Prevailing Wage Requirements giving rise to such payment to Owner. Powin's obligations under this Section 2(e) shall survive until the date that is ninety (90) days after the expiration of the relevant statute of limitations (as may be extended).

**Exhibit L**  
**Extended Limited Commercial Warranty**

POWIN EXTENDED LIMITED COMMERCIAL WARRANTY  
FOR *INGKA GROUP* ("CUSTOMER") AT CAMERON STORAGE ("PROJECT")

This "Extended Limited Commercial Warranty", (the "Extended Warranty" or "Extended LCW"), covers defects and breakage in the Warranty Eligible Equipment, as defined below.

**Extended Limited Commercial Warranty**: The workmanship and performance of all equipment manufactured by Powin and supplied to the Customer are guaranteed during the period commencing thirty-six (36) months after the start of the Guarantee Period in the Performance Guarantee and ending on the earlier of the date that is 84 months thereafter or the date that the Performance Guarantee ends (the "Extended Warranty Period"). For clarity, the Extended Warranty for any Augmentation Equipment shall not extend the Extended Warranty Period. This Extended Warranty covers the items and equipment, in addition to the Stack (as defined in the BESA), as expressly included in Schedule A. During the Extended Warranty Period, the BESS (as defined in the BESA) shall perform according to the Performance Guarantee and be free from any workmanship or material defects. The Extended Warranty applies to all materials and equipment supplied by Powin and listed in Schedule A.

In satisfaction of its obligations under the Extended Warranty, Powin will, at its election, repair or replace the defective component(s) free of charge, as long as Customer notifies Powin of the defect during the Extended Warranty Period. The Extended Warranty will cover all costs of material, labor and travel necessary to repair the BESS.

Powin may use new and/or reconditioned parts in its performance of warranty-related service. Powin reserves the right to use parts or products of original or improved design in the repair or replacement, provided such components are (i) in a like new / unused condition, (ii) of quality not less than the component being replaced (including with respect to costs of ownership, operation and maintenance and system performance), and (iii) in no way void any applicable equipment warranties (or any portion thereof). If Powin repairs or replaces a component, that component's performance shall be guaranteed for latter of the remaining portion of the original Extended Warranty or 365 days from the date of repair. In no event shall the Extended Warranty on the BESS or a covered component thereof exceed 96 months from the commencement of the Guarantee Period. All replaced products and all parts removed from the repaired product become the property of Powin.

Powin reserves the right to inspect the faulty component(s) and determine if the defect is due to material or manufacturing flaws. Powin also reserves the right to charge for material and time expended at industry standard rates if the defect is excluded from the Extended Warranty, as described below. The Extended Warranty does not cover costs related to inspection, removal, installation, or repair of BESS components not included in Schedule A. Where the Warranty Eligible Equipment that gave rise to the Extended Warranty claim causes damage to other Warranty Eligible Equipment, Powin will pay a one-time amount equal to Owner's insurance deductible up to a commercially reasonable deductible amount.

The Extended Warranty does not cover any defect or damage caused by any of the following occurrences: normal wear and tear; shipping or transportation; rigging and offloading; exposure to unsuitable environmental conditions, including but not limited to damage due to lightning strikes; unauthorized or abnormal use or operation; negligence or accidents, including but not limited to lack of maintenance or improper maintenance; material or workmanship not provided by Powin or its representatives; force majeure events or other acts of God such as fire, flood, earthquake; or terrorism, or war. In no event shall the occurrence of any of the above be excluded from the Extended Warranty to the extent they were caused by, or the responsibility of, Powin or any of its affiliates. This Extended Warranty will terminate if the BESS is ever operated or experiences conditions that void the Performance Guarantee.

Extended Warranty claims or questions can be submitted to the Powin Service Hotline at 855-888-3659 or via email at [service@powin.com](mailto:service@powin.com).





## SCHEDULE A

### WARRANTY ELIGIBLE EQUIPMENT

- Powin Stack product and all subcomponents
- Powin provided enclosure and subcomponents:
  - Lighting system
  - E-stop circuit and associated sensors
  - Hydrogen detection system
  - Fire detection and suppression system
  - AC breaker panel for comms and aux loads
  - HVAC and associated control equipment and ducting
  - DC collection, fusing, cabling, and cable trays
  - Auxiliary power cabling
  - Uninterruptable power supplies
  - Networking equipment, including StackOS computer, HMI, switches, and routers
- PCS
- Excluded as Warranty Eligible Equipment
  - MVT
  - MV Switchgear

## EXHIBIT M

### Cameron BESS - Alignment of Various Year Definitions

#### Cameron BESS - Alignment of Various Year Definitions

Version: PW, 2024.03.14

Calendar Year	Calendar Month	Contract Milestone	Contract Year	Contract Year Billing	Annual Plan	Quarterly Service Reports	Operating Year (OY)	LoL	Availability Periods	
2024	1	Effective Date	1	Year 1	AP Due, CY24		OY2024	200%	AOT	
2024	2								AOT	
2024	3								AOT	
2024	4								AOT	
2024	5								AOT	
2024	6		1	Year 1		OY24 Q3 SR Due	OY2024	200%	Summer Peak	
2024	7								Summer Peak	
2024	8								Summer Peak	
2024	9	Spares arrive	1	Year 1	AP Due, CY25	OY24 Q4 SR Due	OY2025	200%	Summer Peak	<- SETTLE LDs
2024	10								AOT	
2024	11								AOT	
2024	12								Winter Peak	
2025	1		1	Year 1		OY25 Q1SR Due	OY2025	200%	Winter Peak	
2025	2								Winter Peak	
2025	3								Winter Peak	
2025	4								AOT	
2025	5		2	Year 2		OY25 Q2SR Due	OY2025	200%	AOT	
2025	6								AOT	
2025	7								AOT	
2025	8								Summer Peak	
2025	9		2	Year 2	AP Due, CY26	OY25 Q3SR Due	OY2025	200%	Summer Peak	
2025	10								Summer Peak	
2025	11								Summer Peak	
2025	12								Summer Peak	
2026	1		2	Year 2		OY26 Q4 SR Due	OY2026	200%	Summer Peak	<- SETTLE LDs
2026	2								AOT	
2026	3								AOT	
2026	4								AOT	
2026	5		2	Year 2		OY26 Q1SR Due	OY2026	200%	Winter Peak	
2026	6								Winter Peak	
2026	7								Winter Peak	
2026	8								Winter Peak	
2026	9		3	Year 3		OY26 Q2SR Due	OY2026	200%	AOT	
2026	10								AOT	
2026	11								AOT	
2026	12								AOT	
2027	1		3	Year 3		OY26 Q3SR Due	OY2026	200%	Summer Peak	
2027	2								Summer Peak	
2027	3								Summer Peak	
2027	4								Summer Peak	
2027	5		3	Year 3	AP Due, CY27	OY27 Q4 SR Due	OY2027	200%	Summer Peak	<- SETTLE LDs
2027	6								AOT	
2027	7								AOT	
2027	8								AOT	
2027	9		3	Year 3		OY27 Q1SR Due	OY2027	200%	Winter Peak	
2027	10								Winter Peak	
2027	11								Winter Peak	
2027	12								Winter Peak	
2027	1		4	Year 4		OY27 Q2SR Due	OY2027	200%	AOT	
2027	2								AOT	
2027	3								AOT	
2027	4								AOT	
2027	5		4	Year 4		OY27 Q3SR Due	OY2027	200%	Summer Peak	
2027	6								Summer Peak	
2027	7								Summer Peak	
2027	8								Summer Peak	
2027	9		4	Year 4	AP Due, CY 28	OY27 Q4 SR Due	OY2028	200%	AOT	<- SETTLE LDs
2027	10								AOT	
2027	11								AOT	
2027	12								AOT	
2028	1		4	Year 4		OY28 Q1SR Due	OY2028	200%	Winter Peak	
2028	2								Winter Peak	
2028	3								Winter Peak	
2028	4								Winter Peak	
2028	5		5	Year 5		OY28 Q2SR Due	OY2028	200%	AOT	
2028	6								AOT	
2028	7								AOT	
2028	8								AOT	
2028	9		5	Year 5		OY28 Q3SR Due	OY2028	200%	Summer Peak	
2028	10								Summer Peak	
2028	11								Summer Peak	
2028	12								Summer Peak	
2028	1		5	Year 5	AP Due, CY29	OY28 Q4 SR Due	OY2029	100%	Summer Peak	<- SETTLE LDs
2028	2								AOT	
2028	3								AOT	
2028	4								AOT	
2028	5		5	Year 5		OY29 Q1SR Due	OY2029	100%	Winter Peak	
2028	6								Winter Peak	
2028	7								Winter Peak	
2028	8								Winter Peak	
etc	etc		etc	etc			etc	etc	etc	

SETTLE LDs = If applicable, this is the month to settle the previous year Availability Liquidated Damages