

SERVICES AGREEMENT

Ice Bear SPV #1 LLC d/b/a Thule Energy Storage

Ice Bear CoolData & Preventative Maintenance Services

Contract

On this _____ day of _____, 20__, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and **Ice Bear SPV #1 LLC d/b/a Thule Energy Storage, a Delaware limited liability company authorized to do business in California** ("Contractor," together with City referred to hereinafter as the "Parties," or, each, as a "Party"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of the Ice Bear CoolData & Preventative Maintenance Services ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect from the date first written above (Effective Date) and shall end on the fifth (5th) anniversary from that date, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the CoolData & Preventative Maintenance Services during the initial term of this Agreement a Contract Price not to exceed \$49,950.00 per year over the term of the Agreement. City, at its discretion, may request Contractor to perform additional Break-Fix Services at rates shown in Exhibit "B" Section 1.2. City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or

which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts to the extent undisputed by Contractor in good faith from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "D," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required

in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as

required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. Termination.

12.1 The City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor; *provided, however*, that, in case of early

termination, City will reimburse Contractor for all unpaid labor costs for all services rendered by Contractor for Preventative Maintenance and Break-Fix services authorized by the City, at the hourly Break-Fix costs enumerated in Exhibit "B" Section 1.2. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon fifteen (15) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.

A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

- 12.2 Prior to issuing a termination notice pursuant to Section 12.1, City, at its discretion, may issue a written complaint notice, in which Contractor shall have a 30-day cure period following City's written complaint notice to address City's stated concerns.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act

in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

City of Riverside Public Utilities
City of Riverside

Attn: Al Zelinka, City Manager
3900 Main St.
Riverside, CA 92501

To Contractor

Thule Energy Storage
Attn: Evan Berger, Chief Operating
Officer
3396 Sunland Way
Costa Mesa, CA 92626

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California

charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds

By: _____
CFO/Treasurer

Approved as to Form:

By: Anthony Beauman
Assistant City Attorney
Sr. Dep.

Ice Bear SPV #1 LLC d/b/a Thule Energy Storage, a Delaware limited liability company authorized to do business in California

By: Evan Berger

Evan Berger
[Printed Name]

Chief Operating Officer
[Title]

By: Evan Berger

Evan Berger
[Printed Name]

Chief Operating Officer
[Title]

EXHIBIT “A”

SCOPE OF SERVICES

Services not expressly set forth in this Exhibit “A” are excluded.

Section 1.1 CoolData & Preventative Maintenance Services - CoolData subscription provides access to Dashboard that tracks up to 22 separate data points on a on intervals ranging from 1-minute to 15-minute basis. The dashboard enables a transparent view of the Ice Bears’ operation and has alarming functions to enable proactive troubleshooting of any issues.

City’s subscription includes unlimited logins to users with a riversideca.gov email address and to any other qualified users as deemed by City.

Preventative Maintenance visits include TES’s 14-step checklist to ensure Ice Bear is operating at peak efficiency. Service visits are intended to perform corrective action to Ice Bears if and as needed by service request; also can be used to prepare for the cooling season. All Preventative Maintenance and Service visits are performed by a licensed and certified technician with extensive training on Ice Bear operations.

Services	Annual Visits	Annual cost per Ice Bear	Notes
CoolData Platform + Preventative Maintenance	1	See Exhibit “B” Section 1.1	One Preventative Maintenance visit per year

Section 1.2 Break-Fix Service - Break-Fix services, decommissioning services, standard, and non-standard replacement are also considered part of the Scope of Services, and the compensation schedules are laid out in Exhibit “B” Section 1.2.

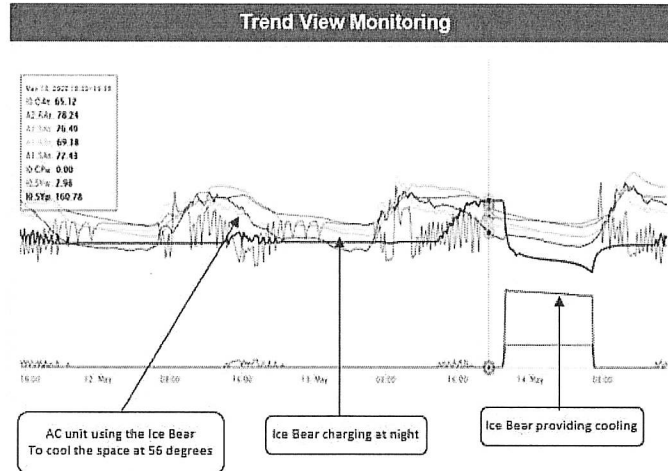
If Contractor identifies a potential problem with an Ice Bear, Contractor will contact and seek approval from City Staff prior to dispatching a technician to a site listed in Exhibit “C” to take appropriate action. City Staff will authorize Break-Fix service request based on available budget.

Contractor will promptly notify City staff of any required part replacement or repair work (“Repair Work”). Contractor will provide scope of work and cost estimate for Repair Work and upon approval from City staff, Contractor will perform the necessary Repair Work.

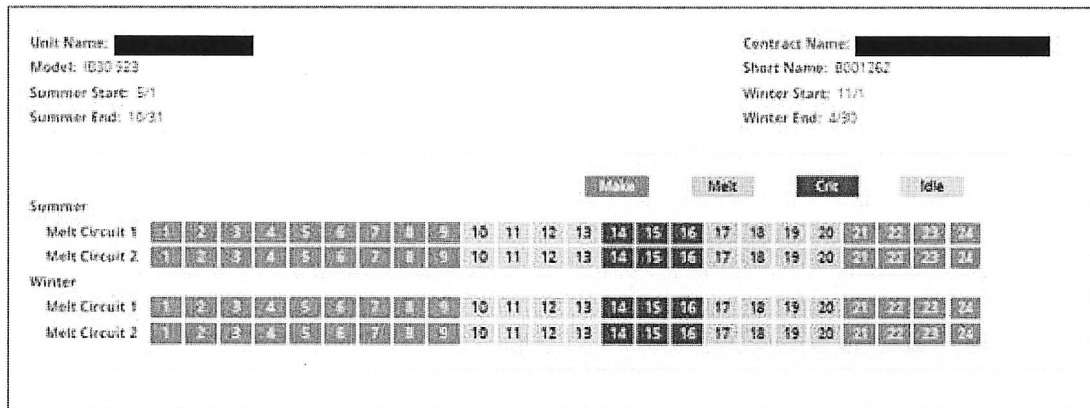
Section 2.1 CoolData Graphical Interface

CoolData Dashboard – Remote Monitoring

- 22 data points monitored on each Ice Bear at 5-minute intervals to ensure proper operations and allow for maximum uptime capacity.
- Alarming to identify potential break-downs and notify TES service department in real time
- Enables TES techs troubleshoot and gather information before coming to site. This allows the technicians to have the correct components with them when they arrive on site.
- Access to historical data to review Ice Bear-specific performance.



CoolData Dashboard – Schedule view



- Make: Ice Bear compressor runs to make ice in the tank
- Crit: the hours that, by contract, the Ice Bear discharges to offset load
- Melt: if there is additional ice left in the Ice Bear at the end of the Crit period, the Ice Bear can be set to continue discharging and offset AC load during these hours

Section 2.2 CoolData Dashboard – Points List

Power and utility data:

1. **I0.DR1d:** DR Asset 1 Status
2. **RS.KO1:** Circuit 1 kW Offset
3. **RS.KO2:** Circuit 2 kW Offset
4. **I0.OAt:** Ambient Outside Temp

O&M and system operation data:

5. **A1.CPd:** A1 Target Compressor Status
6. **A2.CPd:** A2 Target Compressor Status
7. **A1.RAt:** A1 Return Temp
8. **A1.SAt:** A1 Supply Temp
9. **A2.RAt:** A2 Return Temp
10. **A2.SAt:** A2 Supply Temp
11. **I0.CPw:** IB Compressor Work
12. **I0.SYw:** IB System Work
13. **I0.SYp:** IB System Pressure
14. **I0.TWt:** IB Tank Water Temp
15. **I0.WSt:** IB Wet Suction Temp
16. **I0.CSt:** IB Compressor Suction Temp
17. **I0.CLt:** IB Condenser Liquid Temp
18. **I0.CBt:** IB Cabinet Temp
19. **I0.CSp:** IB Compressor Suction Pressure
20. **I0.Z1d:** IB Zone 1 Call for Cooling (CFC)
21. **I0.Z2d:** IB Zone 2 Call for Cooling (CFC)
22. **I0.SHt:** Superheat Temp

Section 3.1 Annual Preventative Maintenance Service Visit Checklist


Every Ice Bear Preventative Maintenance visit undergoes the following 14-step process, for each unit:

1. Visually inspect overall system (look for leaks, damaged coils, piping & insulation issues)
2. Ensure tank lids are tight and have grease added
3. Verify CDC configuration, melt and make schedules, return air temp. & supply air temp. sensors
4. Cycle Ice Bear through all modes
5. Verify that pressures, temperatures, and currents are all in range
6. Check all electrical connections (CoolData Controller board, control box, all terminals)
7. Inspect condenser fan motor blades
8. Verify all pump operation for water pump and refrigerant pump
9. Check water level and top off tank as needed
10. Verify capacitor and contactor operation
11. Add treatment tabs to water heat-exchanger tank
12. Clean condenser coil
13. Clean out Ice Bear cabinet
14. Inspect ice evaporator coils & condensate

Section 3.2 Preventative Maintenance Report – Contractor shall perform Preventative Maintenance services pursuant to Exhibit A Section 1.1 and Section 3.1. Upon completion of services on the Ice Bears, Contractor must provide proof of completion of services by submitting the Ice Bear Preventative Maintenance Report in Figure 1 included at the end of Exhibit A to City for verification.

Section 3.3 Maintenance Schedule – No later than ten (10) days after the Effective Date and each anniversary date of the Effective Date, Contractor shall provide to City an annual maintenance schedule showing the number of Ice Bears to be serviced in each month of the applicable year. The maintenance schedule is non-binding but will be Contractor's best estimate.

Figure 1.



Ice Bear Annual Preventive Maintenance

Municipality: _____

Site Name: _____

Address: _____

Ice Bear Serial Number: _____

Ice Bear Model: _____

Date: _____

Service Tech: _____

Check List	Check Box
Visually Inspect overall system (Look for leaks, damaged coils, piping & insulation)	
Ensure tank lids are tight and have greased added	
Verify CDC configuration, melt and make schedules, rat & sat sensors	
Cycle Ice Bear through all modes	
Verify pressures, temperatures, and currents are all in range	
Check all electrical connections (CDC board, control box, all terminals)	
Inspect condenser fan motor blades	
Verify all pump operation (water pump and refrigerant pump)	
Check water level and top off tank	
Verify capacitor and contactor operation	
Add treatment tabs	
Clean condenser coil	
Clean out Ice Bear cabinet	
Inspect ice evaporator coil & condensate	

Notes and Recommend Repairs

www.ThuleEnergyStorage.com

3396 SUNLAND WAY, COSTA MESA CA 92626

T (949) 262 9215 E INFO@THULEENERGYSTORAGE.COM

EXHIBIT "B"

COMPENSATION

Section 1.1 CoolData & Preventative Maintenance Services

Services	Annual Visits	Annual cost per Ice Bear	Notes
CoolData Platform + Preventative Maintenance	1	\$450	One Preventative Maintenance visit per year

Section 1.2 Break-Fix Services

- A. Break-Fix services authorized by the City will be charged at \$270 per site visit, for up to first two hours of labor, plus any material costs for Standard Part replacements.
- B. Any additional Break-Fix services authorized by the City will be charged at \$180 per hour per technician labor, plus any material costs for Standard Part replacements.
- C. Any Non-Standard Part replacements, including labor, will be charged as detailed in the table below.

The CoolData & Preventative Maintenance services, Break-Fix services, and decommissioning services labor rates are fixed over the term of the Agreement.

Contractor shall be compensated based on the number of Ice Bears the Contractor performs Preventative Maintenance services each month.

Break-Fix services to be invoiced and paid separately from the monthly CoolData & Preventative Maintenance Services compensation.

Standard Part Replacement:

- A. All standard parts (e.g., those that can be purchased at a hardware store) will be provided at Cost.

Non-Standard Part Replacement:

All Non-Standard Parts will be furnished and installed at the following rate:

Ice Bear Part	Cost to Replace (Fully Installed including labor)
Refrigerant Pump	\$785.50
Inverter	\$530.00
Water Pump	\$640.50
Compressor	\$3,000.00
Solenoid	\$800.00
Solenoid Coil	\$400.00
Condenser Coil	\$1,915.00
Condenser Fan	\$500.00
Condenser Fan Capacitor	\$350.00
Compressor Capacitor	\$400.00
CooData Interface Module (CIM) Board	\$405.00
CoolData Controller (CDC)	\$1,220.00
Electronic Expansion Value (EEV)	\$800.00
480-240 Transformer	\$850.00
24v Transformer	\$450.00
A to D sensors	\$350.00
Phase Protector	\$450.00
Current Transducer	\$450.00
Pressure Transducer	\$400.00
High Pressure Switch	\$350.00
Crank Case Heater	\$400.00
Network Communications Kit (NCK)	\$1,600.00

Exhibit "C"**COMMISSIONED SITES***Ice Bears covered under Agreement, as of date of execution:*

	Business	Ice Bear Name	Address
1	220 Laboratories	2375 Third Street A1	2375 Third Street
2	Applebee's	3820 Mulberry St A1	3820 Mulberry St
3	Applebee's	3820 Mulberry St A2	3820 Mulberry St
4	Arlington Library	IB-A1_9556_Magnolia_Ave_B001228	9556 Magnolia Ave
5	Arlington Library	IB-A3_9556_Magnolia_Ave_B001230	9556 Magnolia Ave
6	Arlington Library	IB-A2_9556_Magnolia_Ave_B001229	9556 Magnolia Ave
7	BMW Motorcycles of Riverside	IB-A1-2-3	7740 Indiana Ave
8	Bordwell Park	2008 Martin Luther King A1	2008 Martin Luther King Blvd
9	Bordwell Park	2008 Martin Luther King A2	2008 Martin Luther King Blvd
10	Bryant Park (Arlanza Community Center)	7950 Philbin Ave Bryant Park	7950 Philbin Ave
11	CA Construction	981 Iowa Avenue A1	981 Iowa Avenue
12	Cal Baptist - Post Building	A1- PAPA -3570 ADAMS	3570 Adams
13	Canyon Crest Athletic Club	5225 Canyon Crest Drive A1	5225 Canyon Crest Drive
14	Canyon Crest Athletic Club	5225 Canyon Crest Drive A2	5225 Canyon Crest Drive
15	Canyon Crest Athletic Club	5225 Canyon Crest Drive A3	5225 Canyon Crest Drive
16	Canyon Crest Athletic Club	5225 Canyon Crest Drive A4	5225 Canyon Crest Drive
17	CBU - Simmons Hall	IB-A1 - Papa	8432 Magnolia Ave
18	CBU - Simmons Hall	IB-B1 - Papa	8432 Magnolia Ave
19	CBU - Simmons Hall	IB-A2	8432 Magnolia Ave
20	CBU - Simmons Hall	IB-B2	8432 Magnolia Ave
21	CBU Van Dyne Gym Cal Baptist University	A1 - Van Dyne Gym CBU-20861	8432 Magnolia Ave
22	CBU Van Dyne Gym Cal Baptist University	A2 -Van Dyne Gym CBU-20877	8432 Magnolia Ave
23	CBU Van Dyne Gym Cal Baptist University	A3 - Van Dyne Gym CBU-20870	8432 Magnolia Ave
24	CBU Van Dyne Gym Cal Baptist University	A4 - Van Dyne Gym CBU-20866	8432 Magnolia Ave
25	Champion Lumber	1313 Chicago Ave A1	1313 Chicago Ave
26	Champion Lumber	1313 Chicago Ave A2	1313 Chicago Ave
27	Champion Lumber	1313 Chicago Ave A3	1313 Chicago Ave
28	Corporate Yard	A1 - PAPA	8095 Lincoln Ave.
29	Danze Industries	5867 Jasmine St A1	5867 Jasmine St
30	Danze Industries	5867 Jasmine St A2	5867 Jasmine St

31	Danze Industries	5867 Jasmine St A3	5867 Jasmine St
32	Danze Industries	5867 Jasmine St A4	5867 Jasmine St
33	Danze Industries	5867 Jasmine St A5	5867 Jasmine St
34	Danze Industries	5867 Jasmine St A6	5867 Jasmine St
35	Danze Industries	5867 Jasmine St A7	5867 Jasmine St
36	Danze Industries	5867 Jasmine St A8	5867 Jasmine St
37	Danze Industries	5867 Jasmine St A9	5867 Jasmine St
38	Elwir (Buds Tires)	A1_8651_Indiana_Ave_B001233	8651 Indiana Ave
39	Fritts Ford	IBA2-6-8	8000 Auto Dr
40	Fritts Ford	IBA3-3-4	8000 Auto Dr
41	Fritts Ford	IB-A1-10-7	8000 Auto Dr
42	Fritts Ford Annex	A-1 8002 Auto Center Drive	7990 Auto Drive
43	Fritts Ford Annex	A-2 8002 Auto Center Drive	7990 Auto Drive
44	Fritts Ford Annex	A-3 8002 Auto Center Drive	7990 Auto Drive
45	Furniture and Mattress	3380 Tyler St A1	3380 Tyler St
46	Furniture and Mattress	3380 Tyler St A2	3380 Tyler St
47	Furniture and Mattress	3380 Tyler St A3	3380 Tyler St
48	Furniture and Mattress	3380 Tyler St A4	3380 Tyler St
49	Furniture and Mattress	3380 Tyler St A5	3380 Tyler St
50	Furniture and Mattress	3380 Tyler St A6	3380 Tyler St
51	GAR LABS	1844 Massachusetts Ave A2	1844 Massachusetts Ave
52	GAR LABS	1844 Massachusetts Ave A1	1844 Massachusetts Ave
53	HERTZ Car Sales of Riverside	A1 - 7750 Indiana Ave	7750 Indiana Ave
54	Hyundai	8001 Auto Dr. Bldg. C A1	8001 Auto Dr. Bldg. C
55	Hyundai	8001 Auto Dr. Bldg. C A2	8001 Auto Dr. Bldg. C
56	Janet Goeske Center	IB-A2_5257_Sierra_Street_B0012	5257 Sierra Street
57	Janet Goeske Center	IB-A3_5257_Sierra_Street_B001240	5257 Sierra Street
58	Janet Goeske Center	IB-A4_5257_Sierra_Street_B001241	5257 Sierra Street
59	Janet Goeske Center	IB-A1_5257_Sierra_Street_B0012	5257 Sierra Street
60	Lee & Associates	3240 Mission Inn Avenue A1	3240 Mission Inn Avenue
61	Magnolia Police Department	IB-A1_10541_Magnolia_Ave_B001237	10540 Magnolia Ave
62	Malcolm Smith Motor Sports	A2-7599 Indiana Ave	7599 Indiana Ave
63	Malcolm Smith Motor Sports	A3-7599 Indiana Ave	7599 Indiana Ave
64	Malcolm Smith Motor Sports	A4-7599 Indiana Ave	7599 Indiana Ave
65	Malcolm Smith Motor Sports	A5-7599 Indiana Ave	7599 Indiana Ave
66	Malcolm Smith Motor Sports	A6-7599 Indiana	7599 Indiana Ave
67	Malcolm Smith Motor Sports	A1-7599 Indiana Ave	7599 Indiana Ave
68	Mary Roberts Pet Adoption Center	6165 Industrial Ave A1	6165 Industrial Ave
69	Mary Roberts Pet Adoption Center	6165 Industrial Ave A2	6165 Industrial Ave
70	Mary Roberts Pet Adoption Center	6165 Industrial Ave A3	6165 Industrial Ave

71	Mazda	8330 Indiana Ave A A1	8330 Indiana Ave A
72	Mazda	8330 Indiana Ave A A2	8330 Indiana Ave A
73	Nissan	8330 Indiana Avenue B A1	8330 Indiana Avenue B
74	Nissan	8330 Indiana Avenue B A2	8330 Indiana Avenue B
75	Riverside Honda	8330 Indiana Ave BLDG C A1	8330 Indiana Ave Bldg C
76	Riverside Honda	8330 Indiana Ave BLDG C A2	8330 Indiana Ave Bldg C
77	Riverside Honda	8330 Indiana Ave BLDG C A3	8330 Indiana Ave Bldg C
78	Riverside Municipal Airport	IB-A3_6951_Flight_Rd	6951 Flight Road
79	Riverside Municipal Airport	IB-A2_6951_Flight_Rd	6951 Flight Road
80	Riverside Municipal Airport	IB-A1_6951_Flight_Rd	6951 Flight Road
81	Sabert Corporation	860 Palmyrita Ave A1	860 Palmyrita Ave
82	Sabert Corporation	860 Palmyrita Ave A2	860 Palmyrita Ave
83	Sigma Stretch	A1 1565 Eastwood Ct.	1575 Omaha Ct
84	Sigma Stretch	A2 1565 Eastwood Ct.	1575 Omaha Ct
85	Sigma Stretch	A3 1565 Eastwood Ct.	1575 Omaha Ct
86	Singh Chevrolet	IBA1-B001238	8200 Auto Drive
87	SoCal Gas	4495 Howard Ave A1	4495 Howard Ave
88	SoCal Gas	4495 Howard Ave A2	4495 Howard Ave
89	Sofa Plus	3666 Van Buren Blvd A1	3666 Van Buren Blvd
90	Superform	6767 Columbus St A1	6767 Columbus St
91	Trademark Cosmetics	A1 - 545 Columbia Ave - Trademark	545 Columbia Ave
92	Trademark Cosmetics	A2 - 545 Columbia Ave - Trademark	545 Columbia Ave
93	University Village Bldg A	1201 University Ave A1	1201 University Ave
94	University Village Bldg A	1201 University Ave A2	1201 University Ave
95	University Village Bldg A	1201 University Ave A3	1201 University Ave
96	University Village Bldg A	1201 University Ave A4	1201 University Ave
97	University Village Bldg A	1201 University Ave A5	1201 University Ave
98	University Village Bldg A	1201 University Ave A6	1201 University Ave
99	University Village BLDG B	1201 University Ave B1	1201 University Ave
100	University Village Bldg E	1201 University Ave E1	1201 University Ave
101	University Village Bldg E	1201 University Ave E2	1201 University Ave
102	University Village Bldg E	1201 University Ave E3	1201 University Ave
103	VFW Veterans of Foreign War - Post 9223	10303 Arlington Ave A1	10303 Arlington Ave
104	VFW Veterans of Foreign War - Post 9223	10303 Arlington Ave A2	10303 Arlington Ave
105	Victoria Club	2521 Arroyo Dr A1	2521 Arroyo Dr
106	Victoria Club	2521 Arroyo Dr A2	2521 Arroyo Dr
107	Villegas Park	IB-30-A2	3091 Esperanza Ave.
108	Villegas Park	IB-30-A1	3091 Esperanza Ave.
109	Wayne's Engine Rebuilders	2200 Business Way A1	2200 Business Way
110	Wayne's Engine Rebuilders	2200 Business Way A2	2200 Business Way
111	Wicks Brewery	11620 Starling Ave A1	11620 Starling Ave

EXHIBIT "D"

KEY PERSONNEL

Thule Energy Storage key staff members:

Evan Berger – Chief Operating Officer

Joe Raasch – Program Manager