

## EXHIBIT B

### Term Sheet for City of Philadelphia EV Charging Concession

#### Parties

- The City of Philadelphia, acting through the Procurement Department and the Office of Transportation and Infrastructure Systems (“City”).
- Positive Energy Inc. (“Concessionaire”).

#### Scope of Work

- Concessionaire shall procure, site, install, own, operate, maintain, and manage a system of publicly accessible electric vehicle supply equipment at City-approved curbside locations and parking lots throughout the City (the “EVSE”). The EVSE must provide charging for all types of electric vehicles and adhere to federal standards for future technological advancements. Concessionaire shall also provide a network and payment platform, and development of a data dashboard that can be accessed by the City at agreed upon intervals. City may support Concessionaire’s expenses with its own funding and grant funding that becomes available.

#### Length of Term

- An initial ten-year term, with the option of an additional five-year extension at the City’s sole discretion. Following the 5th anniversary of the Operation Commencement Date, the Parties will schedule a meeting to discuss a potential amendment that would, among other things, grant the Concessionaire an additional 5-year term. The City reserves the right, at all times, to decline to enter into such amendment if, in its sole discretion, Concessionaire has not demonstrated sufficient compliance with the SLA’s and other terms of the Agreement.
- Term Start Date
  - The term of the agreement shall start on the Operations Commencement Date. The Operation Commencement Date is the date within the 18 months following the Agreement date when the Concessionaire’s first EVSE plug is operation and open for public use.

#### Concessionaire Commitment

- Concessionaire shall install a minimum of 435 ports within Philadelphia over the term of the agreement absent grant or City money.

- If grant or City money is utilized, Concessionaire shall install additional charging ports at the City's request. Grant or City-funded EVSE shall not count towards Concessionaire's 435 charging port minimum.
- In exchange for conditional use of the City's right-of-way, program management costs, and third-party engineering expenses, Concessionaire shall pay to the City the following concession fee:
  - A Minimum Annual Guarantee ("MAG") of \$70,000, increasing annually by 2%, paid in equal monthly installments beginning on the Operations Commencement Date.
  - Each month, Concessionaire will pay to the City the \$5,833.33 monthly installment of the MAG or the Concession percentage for that month, whichever is greater. Concession percentage shall follow the schedule below:
    - Years 1-5: 17% of gross operating revenue
    - Years 6-10: 20% of gross operating revenue
    - Years 11-15 ( if contract is extended through a subsequent amendment): 23% of gross operating revenue
- Concessionaire shall only engage with a City-approved 3<sup>rd</sup> party subcontractor(s) to conduct all maintenance and repair for the EVSE system in Philadelphia.
  - Concessionaire's 3<sup>rd</sup> party subcontractors for maintenance and repair include Hobb & Co., ChargerHelp! and OWL Services.
- Concessionaire shall establish full-time personnel in Philadelphia to manage and oversee the EVSE system.

#### Grants and City Funding

- The concession agreement requires no expenditure of City operating or capital funds.
- The City may direct to Concessionaire grant awards and City funds under the terms of the agreement for the purpose of procuring, operating, maintaining, and expanding EVSE services.

#### Ownership of Equipment

- Concessionaire shall own the EVSE equipment that it installs, operates, and maintains within the City.
- If Concessionaire were to cease operation of its EVSE equipment within the City for any reason, including but not limited to contractual default or otherwise termination of the agreement, the City at its sole discretion, may call the performance bond or letter of credit to cover the cost of removing, transporting, storing, and disposing

Concessionaire's EVSE within the City. Before calling the performance bond or letter of credit, the City will grant the Concessionaire 60 calendar days of operation cessation to either (1) remove its EVSE from the right-of-way and City-owned property, secure and cap the interconnection access point, and restore the area surrounding the access point fully to its original condition, or (2) receive the City's approval to enter into an agreement to turn over ownership of existing equipment and assign the Concession Agreement to another EVSE vendor or entity. The City may, in its sole discretion, grant Concessionaire more than 60 days to perform option (1) or (2) if Concessionaire has demonstrated sufficient progress towards one of the options.

#### Siting and Expansion

- Vendor shall identify all potential EVSE sites and present them to the City for final approval. Siting decisions shall be determined by the "Macro Plan" as determined in the contract and the "Annual Plan" as developed collaboratively between the City and the vendor each year of the contract.
- Chargers may also be used by City fleet vehicles.
- EVSE sites shall be installed in the planning districts of the City according to the Macro Plan as determined in the contract.

#### Indemnification

- Concessionaire shall indemnify, defend and hold harmless the City, its agents, employees and officers from and against any and all losses, costs, including litigation costs, settlement costs and counsel fees, claims, suits, actions, damages, liability and expenses, including but not limited to, those in connection with the loss of life, bodily and personal injury or damages to property occasioned by Concessionaire's acts or omissions or the acts or omissions of Concessionaire's agents, contractors, employees or servants arising from or related to the Improvements, except to the extent such claim, damage, loss or expense is caused in whole or in part by the gross negligence of the City, its officers, employees, or agents.

#### Insurance and Security for Performance

- Concessionaire provides insurance consistent with City standards. The City is an additional insured for commercial liability.
- The agreement provides for the Concessionaire payment of liquidated damages in circumstances of non-performance, breach, and default.

- Concessionaire shall provide to the City a performance bond equal to the projected operating cost of the system for each year of the term, as approved by City Risk Management. For the avoidance of doubt, the performance bond for year 1 will be the projected operating costs for year 1, the performance bond for year 2 will be the projected operating costs for year 2, and so on.