

SUPERCHARGER AGREEMENT

This Supercharger Agreement (this “**Agreement**”) is effective as of the date last signed below by and between the Town of Mammoth Lakes (“**Counterparty**”) and Tesla, Inc., a Delaware corporation (“**Tesla**”). Tesla and Counterparty are each referred to herein as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, Tesla wishes to provide electric vehicle charging services at the Property; and

WHEREAS, Counterparty is the sole owner of the Property and wishes to allow Tesla to provide electric vehicle charging services at the Property.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **CONTACT INFORMATION:**

Counterparty:

Town of Mammoth Lakes
P.O. Box 1609
Mammoth Lakes, CA 93546
Attention: Town Manager
Phone: (760) 965-3600
Email: dholler@townofmammothlakes.ca.gov

With a copy to:

Email: hhayes@townofmammothlakes.ca.gov

Tesla:

Tesla, Inc.
3500 Deer Creek Road
Palo Alto, CA 94304
Attention: Supercharger Team
Phone: (650) 681-5000

With a copy to:

Email: superchargerhost@tesla.com

24-hour Technical Support & Service:
877-79-TESLA (877-798-3752)

2. **PREMISES AND LICENSED AREA:** Counterparty hereby (a) leases to Tesla, and Tesla hereby leases from Counterparty, approximately 400-500 square feet of space for the Supercharger Station, as defined in Exhibit B (the “**Premises**”) and (b) grants Tesla a non-exclusive license to use sixteen (16) parking spaces, up to five (5) feet of additional parking width to provide disability access and approximately 200-400 square feet of space for equipment, all as depicted on Exhibit A attached hereto (the “**Licensed Area**”), subject to the terms of this Agreement. The Premises and Licensed Area are located on the property commonly known as Mammoth Creek Park, located at 686 Old Mammoth Road (the “**Property**”).

3. **FOOTPRINT:** Twelve (12) parking spaces shall be outfitted with Superchargers and four (4) outfitted with Tesla gen 2 J1772 “universal” chargers (as defined in Exhibit B) to serve as electric vehicle charging stalls and general parking stalls (“**Enabled Stalls**”).

4. **CONSTRUCTION AND ALTERATIONS:** Tesla shall, at its sole cost, make alterations to the Premises and construct the Supercharger Station under the terms and conditions set forth herein (“**Tesla’s Work**”). Tesla acknowledges that Tesla’s Work shall only begin after: (a) Counterparty has approved the Signage (as defined in Section 16) and the plans and specifications, including equipment locations (the “**Approved Plans**”); and (b) Tesla has obtained all permits and approvals required by applicable governing bodies, including without limitation obtaining a building permit

and sign permit from Counterparty. Any alterations to the Approved Plans or Supercharger Station shall be approved in advance by Counterparty, provided that such approval may be by e-mail and such alterations shall comply with all applicable Laws (as defined in Section 34) and the requirements of this Section 4. Tesla shall promptly repair, at its sole expense, any damage to the Property caused by Tesla, its agents, contractors and employees while performing Tesla's Work. During the performance of Tesla's Work, Tesla shall use commercially reasonable efforts to minimize any impairment to the ingress, egress, business operations or use of the Property by the public.

5. **POSSESSION DATE:** The first date that Tesla may enter the Licensed Area, Premises and/or Property to begin Tesla's Work shall be the earlier of (a) the date that Counterparty completes its construction work at the Property, as determined by Counterparty, or (b) within thirty (30) days of written notice from Counterparty (the "**Possession Date**"). Counterparty shall keep Tesla reasonably informed as to the status of the completion of Counterparty's construction work at the Property.
6. **DUE DILIGENCE PERIOD:** Tesla shall have the option to terminate this Agreement within one hundred twenty (120) days following the Effective Date ("**Due Diligence Period**") in the event that: (a) Tesla is unable to obtain all permits and approvals required by applicable governing bodies; (b) Tesla, in its reasonable business judgment, would incur substantial costs to bring utility services to the Premises or incur other unanticipated costs to construct the Supercharger Station; or (c) the environmental reports obtained by Tesla or delivered to Tesla from Counterparty, if any, reveal environmental contamination at the Property, provided that all such reports shall remain confidential. In the event that Tesla terminates the Agreement pursuant to this Section 6, Tesla shall deliver written notice of termination to Counterparty and this Agreement shall be of no further force or effect.
7. **COMMENCEMENT DATE:** Tesla shall open the Supercharger Station to the public (the "**Commencement Date**") within one hundred eighty (180) days following the Possession Date, provided that such time shall be extended to the extent a delay is due to permitting, utility, or other requirements beyond Tesla's control, or is due to Force Majeure (as defined in Section 32). Tesla shall deliver written notice to Counterparty promptly following the Commencement Date to confirm such date for recordkeeping purposes.
8. **TERM:** The initial term of this Agreement shall begin on the Commencement Date and shall expire five (5) years from the last day of the month in which the Commencement Date occurs (the "**Initial Term**"). Subject to the restrictions below, Tesla shall have two (2) options to extend the term of this Agreement for an additional five (5) years each (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), upon the same terms contained in this Agreement, provided that no Event of Default (as defined in Section 17) by Tesla exists at the time of extension and subject to the restrictions in this Section 8. To exercise the first Renewal Term, Tesla shall give notice to Counterparty no later than one hundred eighty (180) days prior to the expiration of the Initial Term. At the expiration of the first Renewal Term, the second Renewal Term shall automatically go into effect unless either Party delivers written notice to the other, in the delivering Party's sole discretion, at least sixty (60) days prior to the expiration of the first Renewal Term stating its intent to forego the second Renewal Term. Such notice may be provided at any time during the Initial Term or the first Renewal Term prior to the last fifty-nine (59) days of the first Renewal Term.

9. **REMOVAL:** Tesla shall, at its sole cost, remove the Trade Fixtures (as defined in Exhibit B) promptly following termination or expiration of this Agreement and restore the Premises and Licensed Area to a condition commensurate with the rest of the Property, subject to exceptions for reasonable wear and tear and damage by casualty or condemnation. Counterparty agrees that all Trade Fixtures and related intellectual property are and shall remain the personal property of Tesla. The Infrastructure (as defined in Exhibit B) shall be left in a safe condition and shall, at Counterparty's option, become the property of Counterparty upon termination or expiration of this Agreement (except for Infrastructure that is upstream of the meter, which is and shall remain the property of the utility). If Tesla fails to remove the Trade Fixtures within sixty (60) days of the expiration or termination of this Agreement then Counterparty shall have the right (without any obligation) to remove, ship, or store the Trade Fixtures, at Tesla's sole cost and expense and restore the Premises and Licensed Area as provided above. Upon notice, Tesla shall promptly reimburse Counterparty for the documented removal, storage and restoration costs incurred by Counterparty. This Section 9 shall survive the termination or expiration of this Agreement.
10. **UTILITIES:** Tesla agrees to arrange and pay the charges for all Tesla-related utility services provided or used in or at the Premises during the Term. Tesla shall pay directly to the utility company the cost of installation of any and all such Tesla-related utility services and shall arrange to have the utility service separately metered. Counterparty shall not be responsible for any damages suffered by Tesla in connection with the quality, quantity or interruption of utility service, except to the extent the cause of the disruption or damage was Counterparty's gross negligence or intentional misconduct. For purposes of this Agreement, interruptions to utility service caused by users of the Premises or the Property shall not be deemed to have been caused by Counterparty or Tesla.
11. **USE:** Tesla shall use and occupy the Premises and Licensed Area during the Term to install, operate and maintain a Supercharger Station and for incidental purposes, which may include generating photovoltaic electricity and operating an energy storage system ("**Permitted Use**"). Tesla is authorized to operate and collect payment for use of the Supercharger Station year round, twenty-four (24) hours per day and seven (7) days per week. All use of the Premises and Licensed Area or the Property by Tesla shall comply with all Laws (as defined in Section 34).
12. **MAINTENANCE:** Tesla shall maintain the Supercharger Station (including repair and replacement of equipment, as necessary) at its sole cost in a good and working order, and Counterparty shall have no liability for damage to the Supercharger Station unless caused by Counterparty's negligence or intentional misconduct. Counterparty shall not be responsible for any damage to the Supercharger Station or any component thereof due to activity related to snow removal, except to the extent of any gross negligence or willful misconduct, provided that Tesla acknowledges that snow removal is an inherently imprecise activity involving the use of heavy equipment in conditions of limited visibility and traction, and that any determination of Counterparty gross negligence or misconduct for purposes of this Section 12 and/or Section 10 herein shall take these factors into account. Notwithstanding the foregoing, Counterparty's normal responsibility to maintain the common areas of the Property shall also apply to the paved portions of the Premises and Licensed Area, such as for repaving and restriping, and Counterparty agrees to coordinate such maintenance (other than restriping) with Tesla pursuant to Section 13. Tesla may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises and Licensed Area from off-site, provided that Counterparty shall not be obligated to provide any space or facilities for such cameras or equipment, and further provided

that nothing herein shall obligate Counterparty to ensure a clear line of sight between any such cameras or equipment and the Premises and Licensed Area. During large snow events, Tesla acknowledges that snow removal may not be immediate and Counterparty agrees to have the snow from the Premises and Licensed Area cleared based on Counterparty's snow removal priorities. Generally, Counterparty will make reasonable efforts to have snow removed within a 48-hour period after the snow event. Snow removal may be completed over time limiting the number of Enabled Stalls available until adequate Counterparty resources are available to safely remove snow. Tesla acknowledges that Counterparty may install snow stakes to increase visibility of the path to be cleared during snow removal on the Premises and Licensed Area.

13. **TEMPORARY IMPAIRMENT:** Tesla agrees that Counterparty shall have the right to temporarily access and/or temporarily restrict access to a portion of the Premises and Licensed Area to perform routine parking lot maintenance, provided that Counterparty shall use commercially reasonable efforts, as determined by Counterparty, to minimize any impairment of the Premises and Licensed Area, including, without limitation, by limiting such impairment to times of day and days of the week that are not busy charging periods, and except in the case of snow removal (except as provided in Section 12), garbage collection, restriping, or an emergency, Counterparty shall provide Tesla at least thirty (30) days advance written notice stating the date, time, duration and scope of the planned impairment.
14. **COUNTERPARTY COVENANTS:** Counterparty represents that: (a) it is the owner of the Property and has the power and authority to enter into this Agreement on the terms hereof; (b) it has obtained any required consents to enter into this Agreement; (c) the Property is subject to no conditions, restrictions or covenants incompatible with the Permitted Use; and (d) this Agreement does not violate any agreement, lease or other commitment by which Counterparty is bound. Counterparty shall not take any action that would impair or interrupt the use of the Supercharger Station, except as permitted in Section 13. If internal combustion engine vehicles repeatedly park in the Enabled Stalls, thereby impairing use of the Supercharger Station, Tesla may propose to Counterparty strategies for encouraging such vehicles to park in other parking spaces, such as alternative signage and painted asphalt. Counterparty may accept, reject, or modify such proposed strategies in its sole discretion. Notwithstanding the foregoing, Counterparty shall have no obligation to patrol the Premises or Licensed Area or to enforce the use restrictions set forth herein.
15. **PAYMENTS TO COUNTERPARTY:** Other than parking fees charged to all users of the Property, Counterparty shall have no right to request or accept payment from Tesla, users of the Supercharger Station or any other third-parties in connection with the Supercharger Station.
16. **SIGNAGE:** Subject to applicable Laws (as defined in Section 34), Tesla shall install signage for the Enabled Stalls ("Signage"). Any material revisions or additions to the Signage shall be subject to Counterparty approval.
17. **DEFAULT:** Each of the following shall constitute an "Event of Default" under this Agreement:
 - A. **Breach:** The failure by either Party to perform or observe any material term or condition of this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period and the

defaulting Party commences to cure within the thirty (30) day period and proceeds with diligence and continuity, then such Party shall have additional time to cure as is reasonably required.

- B. **Bankruptcy; Insolvency:** The appointment of a receiver or trustee to take possession of all or substantially all of the assets of Tesla located at the Premises if possession is not restored to Tesla within sixty (60) days; or a general assignment by Tesla for the benefit of creditors; or any action or proceeding is commenced by or against Tesla under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors and, in the case of actions filed against Tesla, is not discharged within sixty (60) days.
18. **REMEDIES:** Counterparty and Tesla acknowledge and agree that each Party shall have all remedies available at law or in equity if an Event of Default by the other Party has occurred and is continuing, provided that the remedy of monetary damages shall not be available to Tesla, and shall not be available to Counterparty except to the extent arising from Tesla's gross negligence or willful misconduct. In addition, if an Event of Default by Tesla has occurred and is continuing, then Counterparty, may: (a) continue this Agreement in effect by not terminating Tesla's right to possession of said Premises and use of the Licensed Area and thereby be entitled to enforce all Counterparty's rights and remedies under this Agreement; or (b) bring an action to recover and regain possession of said Premises in the manner provided by the laws of eviction of the State of California where the Premises and Licensed Area are located then in effect.
19. **EXCLUSIONS:** Notwithstanding anything herein to the contrary, each Party expressly releases the other from any claims for, speculative, indirect, consequential or punitive damages, including any lost sales or profits of the other Party.
20. **ASSIGNMENT:** Tesla shall not assign this Agreement voluntarily or by operation of law, or any right hereunder, nor sublet the Premises or Licensed Area or any part thereof, without the prior written consent of Counterparty, which consent may be granted or withheld in Counterparty's sole discretion; provided that the foregoing prohibition shall not limit Tesla's ability to transfer this Agreement to a Tesla Affiliate. "**Affiliate**" of a Party is an entity that controls, is controlled by or is under common control with that Party, where "**control**" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, through ownership of voting securities, by contract or otherwise.
21. **INDEMNIFICATION:** Except to the extent a claim arises from any gross negligence or willful misconduct of a Counterparty Indemnified Party, Tesla hereby agrees to indemnify, hold harmless and defend Counterparty, its Affiliates and their respective directors, officers, managers, members, employees, agents and representatives (each a "**Counterparty Indemnified Party**") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim related to: (i) the use of the Premises and/or Licensed Area by Tesla; (ii) Tesla's breach of this Agreement or any Law related to the Permitted Use; (iii) bodily injury or death or damage to real or tangible personal property caused by the use of the Trade Fixtures.
22. **LIENS:** Tesla shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to Tesla at the Premises and Licensed Area.

23. **DESTRUCTION:** Any total destruction of the Premises and Licensed Area shall, at Counterparty's or Tesla's written election within thirty (30) days of such destruction, terminate this Agreement.
24. **INSURANCE:** Tesla shall, at all times during the Term, carry commercial general liability insurance with limits of not less than Two Million Five Hundred Thousand dollars (\$2,500,000) per occurrence for bodily injury or death and property damage and an umbrella insurance policy with a limit of not less than Five Million dollars (\$5,000,000) per occurrence. During the first Renewal Term, Tesla shall at all times carry commercial general liability insurance with limits of not less than Three Million dollars (\$3,000,000) per occurrence for bodily injury or death and property damage and an umbrella insurance policy with a limit of not less than Six Million dollars (\$6,000,000) per occurrence. During the second Renewal Term, Tesla shall at all times carry commercial general liability insurance with limits of not less than Three Million Six Hundred Thousand dollars (\$3,600,000) per occurrence for bodily injury or death and property damage and an umbrella insurance policy with a limit of not less than Seven Million Two Hundred Thousand dollars (\$7,200,000) per occurrence. The total limits required above may be met by any combination of primary and excess liability insurance. A certificate evidencing such insurance shall be delivered to Counterparty upon the execution of this Agreement and from time to time thereafter as may be requested by Counterparty. Tesla shall include Counterparty as additional insured on its commercial general liability and umbrella insurance policies, and shall deliver copies of such endorsements to Counterparty. Tesla will also carry worker's compensation insurance in accordance with state and federal law.
25. **CONFIDENTIALITY AND PUBLICITY:**
- A. **Confidentiality:** Tesla and Counterparty agree that any non-public, confidential or proprietary information or documentation provided to one Party by the other Party in connection with this Agreement, other than this Agreement and its exhibits, are confidential information, and the Parties agree not to disclose such confidential information to any person or entity during the Term and for a period of three (3) years thereafter, subject to paragraph B below. For the avoidance of doubt, neither this Agreement nor its exhibits, nor any other information or documentation the disclosure of which is required by any Law, shall be deemed confidential information.
- B. **Permitted Disclosures:** Notwithstanding the foregoing, the Parties may disclose information (i) to their respective Affiliates, subcontractors, lenders, employees, financial, legal and space planning consultants, in each case that have a "need to know" such confidential information and have committed to treat the information as confidential under terms no less protective than the terms of this Section 25, provided that the Party disclosing such confidential information shall be liable for any disclosure by such authorized recipients and (ii) as required by Laws, including the California State Public Records Act or Laws requiring this Agreement to be approved or discussed at a public meeting; provided that if Counterparty receives such a request, then Counterparty shall promptly notify Tesla in writing to allow Tesla to seek a protective order or other appropriate remedy before the confidential information is released.
- C. **Publicity:** Neither Party will use the other Party's name, trademark or logo without obtaining the other Party's prior written consent.

26. **ENVIRONMENTAL MATTERS:** Counterparty represents and warrants that the Premises and Licensed Area shall be delivered free of environmental contamination that violates any applicable environmental law. During the Term, Counterparty is responsible for remediating any pre-existing contamination and any contamination not caused by Tesla, its agents, contractors or employees, but only to the extent required by applicable environmental law. Tesla warrants that it shall not cause or authorize any environmental contamination upon the Premises or Licensed Area that violates any applicable environmental law. Tesla shall remediate any environmental contamination at the Premises or Licensed Area to the extent introduced by Tesla, its agents, contractors, or employees but only to the extent required by applicable environmental law.
27. **NOTICES:** All notices, demands and approvals shall be in writing and shall be delivered by prepaid first class certified mail, or by a reputable overnight delivery service, to the addresses of the respective Party as specified in Section 1. Notice given by certified mail shall be deemed given on the second business day after deposit in the United States Mail, and any notice given by overnight delivery service shall be deemed given on the next business day after deposit with such overnight delivery service. Copies of notices, demands and approvals shall also be delivered if a "copy to" e-mail or other address is specified in Section 1. Notwithstanding the foregoing, as provided in Section 4, Counterparty may approve the plans and specifications by e-mail. Either Party may change their respective address for notices by giving written notice of such new address in accordance with the provisions of this Section 27.
28. **BROKERS:** Each Party represents to the other Party that it has not dealt with any broker and each Party hereby agrees to indemnify and hold the other Party harmless from all losses and liabilities, including court costs and reasonable attorneys' fees, arising out of any claims for commissions or fees related to any broker, finder or similar person with whom the indemnifying Party has dealt, or purportedly has dealt, in connection with this Agreement.
29. **SALE OR TRANSFER:** In the event of a sale or transfer of all or a portion of Counterparty's interest in the Property or Premises and Licensed Area while this Agreement is in effect, Tesla's rights shall be conveyed with the Property or Premises and Licensed Area and Counterparty warrants that any transferee shall be bound by all terms and conditions of this Agreement, and shall obtain any necessary documents to confirm such assignment.
30. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of Counterparty and Tesla and their respective approved successors and assigns.
31. **SUBORDINATION:** Subject to Section 14 above, this Agreement is subject to and subordinate to all ground or superior leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Premises and Licensed Area are a part and to all renewals, modifications, consolidations, replacements and extensions of any such ground or superior leases and mortgages; provided that Tesla's rights under this Agreement shall not be disturbed by such subordination so long as no Event of Default by Tesla exists. This Section 31 shall be self-operative and no further instrument of subordination or non-disturbance shall be required by any ground or superior lessor or by any mortgagee, affecting any lease or the Property.
32. **FORCE MAJEURE:** If either Party's performance of its obligations under this Agreement is delayed by Force Majeure, then such Party's time of performance will be extended by a corresponding number of days, provided that such Party has provided prompt written notice to the other Party

of the claimed Force Majeure event.. As used in this Agreement, “**Force Majeure**” means an act, event, condition or requirement beyond such party’s reasonable control, including, without limitation, labor disputes, governmental restrictions, natural disasters, fire, flood, severe weather, pandemic, disease or other outbreak of infectious disease or any other public health crisis, inclusive of quarantine, shelter order or similar restrictions on employees or travel, declaration of national, regional or local state of emergency, explosion, embargoes, war, terrorism, civil disturbance or other similar events.

33. **INCENTIVES**: Counterparty agrees that Tesla shall own and receive the benefit of all Incentives derived from the construction, ownership, use or operation of the Supercharger Station, including, without limitation, from electricity delivered through, stored at or generated by the Supercharger Station. Counterparty will cooperate with Tesla in obtaining all Incentives, provided that Counterparty is not obligated to incur any out-of-pocket costs in doing so unless reimbursed by Tesla. If any Incentives are paid directly to Counterparty, Counterparty agrees to immediately pay such amounts over to Tesla. “**Incentives**” means (a) electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (b) rebates or other payments based in whole or in part on the cost or size of equipment, (c) performance-based incentives paid as periodic payments, (d) tax credits, grants or benefits, and (e) any other attributes, commodities, revenue streams or payments, in each of (a) through (e) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority.
34. **COMPLIANCE WITH LAW**: Each Party shall comply with all applicable codes, laws and ordinances (“**Laws**”) in fulfilling its respective obligations under this Agreement. Each Party represents that it is in good standing under the Laws of the state of its organization.
35. **GOVERNING LAW AND VENUE**: This Agreement shall be governed by the Laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the state and federal courts of and for Mono County, California.
36. **WAIVER OF JURY TRIAL**: COUNTERPARTY AND TESLA EACH WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT.
37. **NON-DISCRIMINATION**: The Parties are against discrimination, harassment and unfair treatment of individuals, and therefore each Party agrees that it shall not discriminate against or segregate any person, or group of persons on account of sex, marital status, sexual orientation, gender identity, disability, race, age, color, religion, creed, veteran status, national origin or ancestry in the performance of their respective obligations in this Agreement, or knowingly permit any such practice by its directors, officers, managers, members, employees, agents, representatives or contractors in connection with this Agreement that is in violation of applicable Laws.
38. **INTERPRETATION**: The headings and defined terms in this Agreement are for reference purposes only and may not be construed to modify the terms of this Agreement. Neither Party shall have the right to unilaterally revoke or terminate this Agreement, unless such revocation or termination is pursuant to the explicit terms of this Agreement.

39. **SEVERABILITY:** If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision shall be valid and enforceable to the fullest extent permitted by law.
40. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Electronic signatures and other signed copies transmitted electronically in PDF or similar format shall be treated as originals.
41. **ATTORNEYS' FEES:** In the event any action or proceeding in law or equity is instituted by either Party then the prevailing Party (by judgment, arbitration award or settlement) in such action or proceeding shall be entitled to recover its reasonable and documented attorneys' fees in such action.
42. **RELOCATION:** Upon one hundred eighty (180) days written notice to Tesla, Counterparty shall have the right to relocate the Premises and Licensed Area during one or both of the Renewal Terms, but not the Initial Term; provided that such notice shall include alternate locations for the Supercharger Station and subject to the following requirements: (a) the new Premises and Licensed Area provides for an equivalent footprint for charging stalls and charging equipment, (b) the new Premises and Licensed Area can be supplied with equivalent utility service, (c) the new Premises and Licensed Area is similar in terms of ease of access, safety, security, and proximity to amenities and (d) Counterparty obtains Tesla's written approval of the new Premises and Licensed Area, which shall not be unreasonably withheld, conditioned or delayed. All costs of relocation shall be borne by Tesla and Counterparty equally if the relocation occurs during the first Renewal Term, and all costs of relocation shall be borne solely by Tesla if the relocation occurs during the second Renewal Term; provided that Tesla shall have the right to terminate this Agreement rather than agreeing to a relocation during either Renewal Term. In all relocation scenarios, the relocation plan shall ensure that the new charging station is open to the public before the former charging station is decommissioned.
43. **AMENDMENTS:** No amendment to this Agreement shall be effective unless it is in writing and approved by authorized representatives of both Counterparty and Tesla.
44. **TIME:** Time is of the essence with respect to this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute this Agreement as of the date signed below.

COUNTERPARTY:

Town of Mammoth Lakes
a California municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

TESLA:

Tesla, Inc.
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

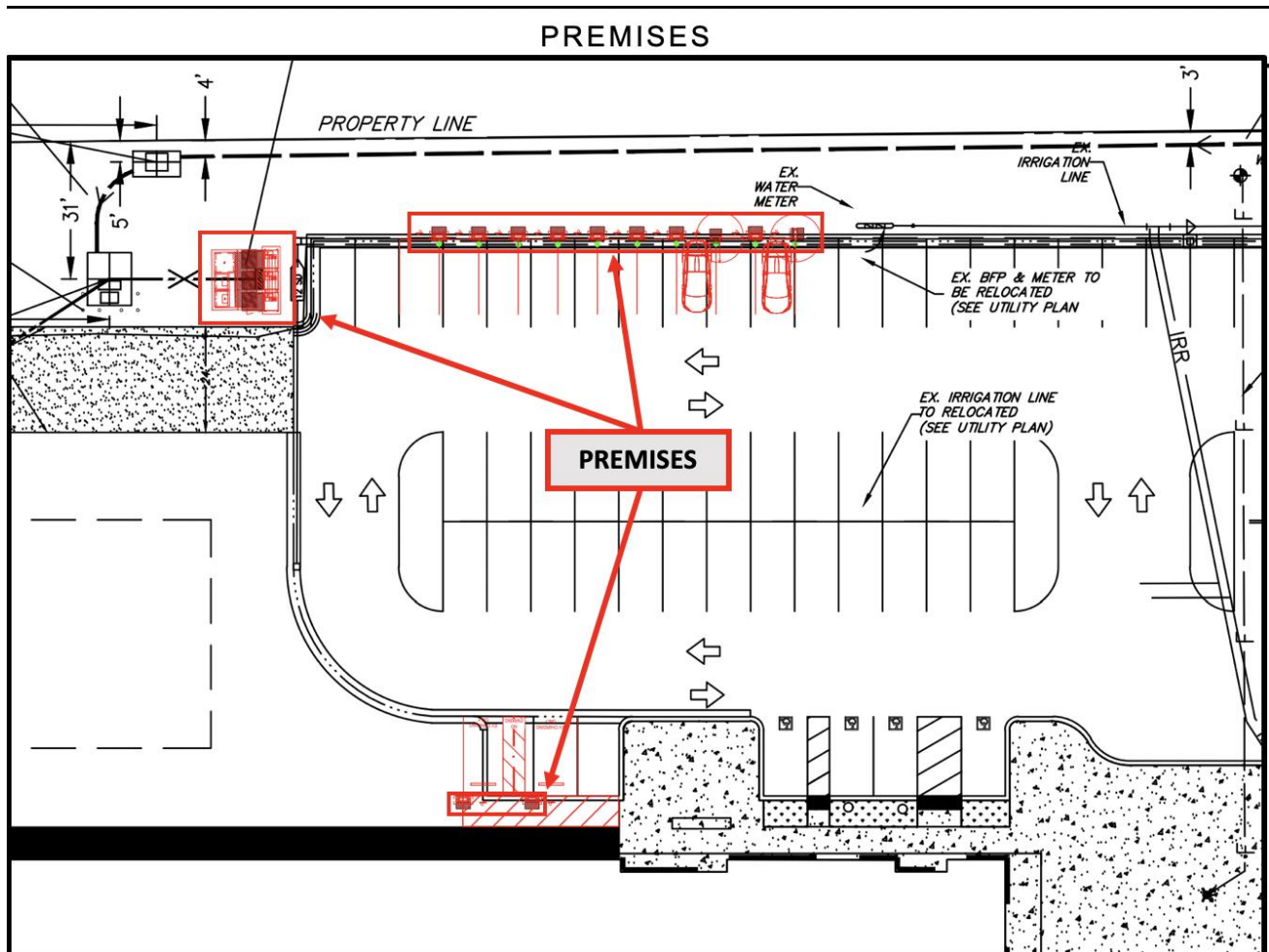
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EXHIBIT A

Premises, Licensed Area, and Property Depiction and Address

Property Address:

Premises, Licensed Area, and Property Depiction:



LICENSED AREA

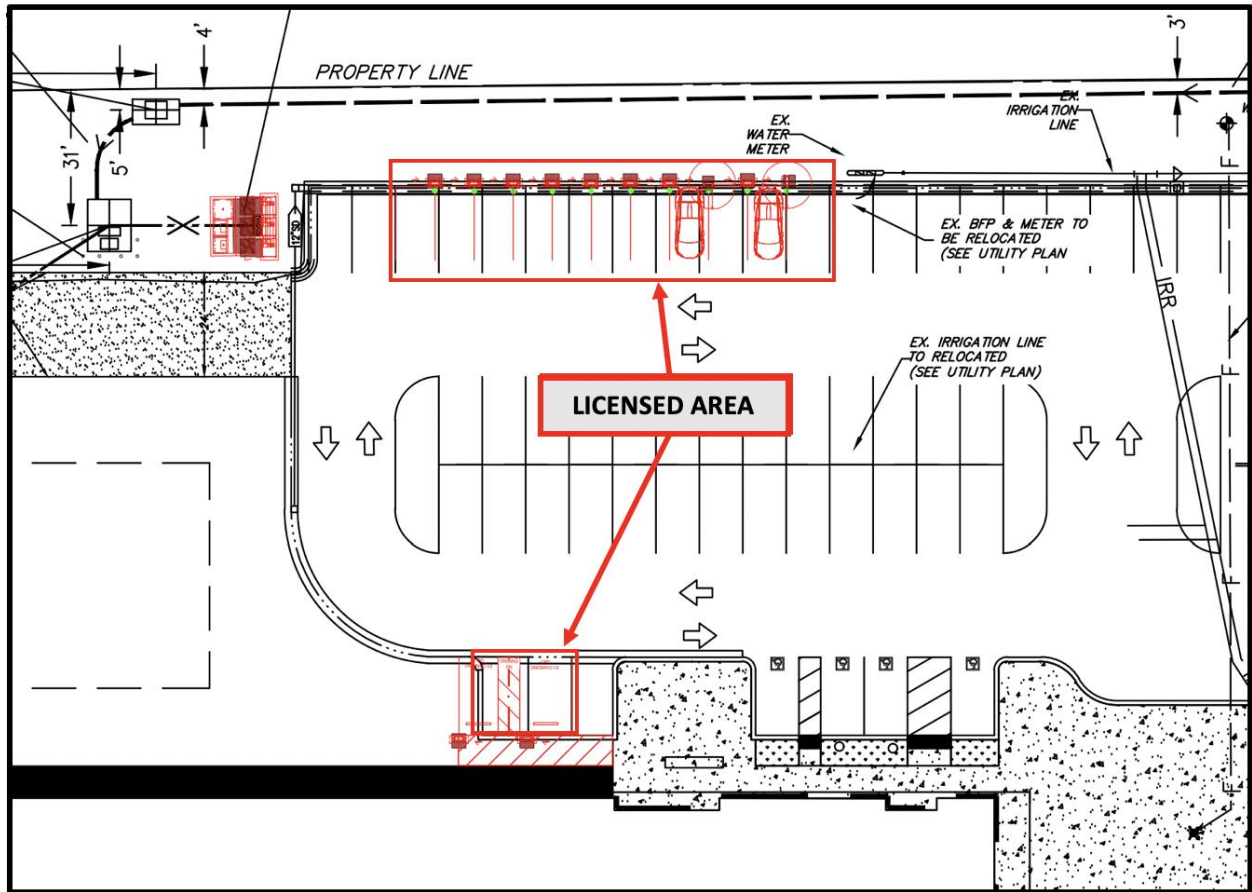


EXHIBIT B

Supercharger Station

Tesla shall install the Supercharger Station on the Premises pursuant to the terms of this Agreement and the Approved Plans.

The “**Supercharger Station**” shall consist of: (a) necessary utility infrastructure, which may include a utility transformer, metering equipment, conduit, wiring and concrete pads (collectively, the “**Infrastructure**”); and (b) certain trade fixtures as determined by Tesla, which shall include twelve (12) charge posts (“**Superchargers**”) and four(4) Tesla Gen 2 J1772 “Universal” chargers, power electronics equipment, switchgear and Signage, and may also include, without limitation, fence or other visual barriers, a canopy, solar panels and an energy storage system (collectively, the “**Trade Fixtures**”).

Signage

Enabled Stall Sign Example

