

SECOND AMENDMENT TO CONNECT SERVICES AGREEMENT

Reference: Bigbelly Connect Services Agreement No. 10119 between City of Manhattan Beach, CA and Big Belly Solar, Inc. dated as of March 5, 2018 (the "Agreement").

THIS SECOND AMENDMENT to the above-referenced Agreement (the "Second Amendment") is entered into effective as of June 6, 2023 (the "Second Amendment Effective Date") by and between City of Manhattan Beach, CA (the "Customer") and Big Belly Solar, LLC, a Delaware limited liability company ("Bigbelly"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

WHEREAS, Bigbelly, as assignee of Big Belly Solar, Inc., and Customer are parties to the above-referenced Agreement (as previously amended by the First Amendment dated December 15, 2020) pursuant to which the Customer is presently leasing, for a term that expires on August 14, 2024, the following Bigbelly Smart Waste Systems: (1) seven HC5/HC5 Double Stations with Wraps, and (2) one additional HC5HC5 Double Station with Anti-Graffiti Wrap and 2 HC Foot Pedals (the "Existing Equipment");

WHEREAS, Customer desires to lease 20 additional HC5HC5 Double Stations with Foot Pedals and Custom Wrap (the "Additional Equipment"); and

WHEREAS, the Customer and Bigbelly now desire to make certain modifications and amendments to the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, Bigbelly and Customer agree as follows:

Section 1. Effective as of the Second Amendment Effective Date, the Equipment/Hardware Configuration table set forth in the Connect Service Schedule on the first page of the Agreement is amended by adding the Additional Equipment identified in Bigbelly's Proposal dated February 10, 2023 (which is attached hereto as Exhibit "A" and incorporated herein by this reference) and the related Connect Services Fees and One-time Fees for the Additional Equipment.

Section 2. The initial term of the Agreement with respect to the Additional Equipment shall commence as of May 16, 2023, and shall expire on December 31, 2026, unless extended, renewed, or otherwise modified pursuant to the terms and conditions of the Agreement.

Section 3. The term of the Agreement with respect to the Existing Equipment is hereby extended to December 31, 2026. Beginning August 15, 2024, the rates in Bigbelly's Proposal dated February 10, 2023 shall apply to the Existing Equipment. Bigbelly shall repair and, if necessary, replace any Existing Equipment that becomes damaged or inoperable during the term of the Agreement.

Approved for use 2/15/20

Section 4. Any emergency services or unanticipated expenses must be authorized in writing by the Customer prior to Bigbelly's performance of emergency services or incurrence of unanticipated expenses. In no event shall Bigbelly be paid more than \$5,000 annually for such services or expenses.

Section 5. In no event shall Bigbelly be paid more than \$400,000 (the "Maximum Compensation") under the Agreement for services and equipment provided from June 6, 2023 to December 31, 2026.

Section 6. All other terms and conditions of the Agreement (as previously amended by the First Amendment dated December 15, 2020) shall remain unchanged and in full force and effect. This Second Amendment contains all revised terms and conditions agreed upon by the parties. In the event of a conflict between the Agreement and this Second Amendment, this Second Amendment will prevail with regard to the subject matter hereof

Section 7. This Second Amendment may be executed in identical counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed on the Second Amendment Effective Date.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

Big Belly Solar, LLC
a Delaware limited liability company

By: _____
Name: Bruce Moe
Title: City Manager

DocuSigned by:
Brian Phillips 5/23/2023
B23003E445E4472...
By: _____
Name: Brian Phillips
Title: CEO/President

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: _____
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
Erick Lee 5/23/2023
BFDAAFB231CA482...
By: _____
Name: Erick Lee
Title: Public Works Director

EXHIBIT "A"

BIGBELLY'S PROPOSAL DATED FEBRUARY 10, 2023

DOCUMENT ON NEXT PAGE

Quote Number: Q41708-1
February 10, 2023

Executive Summary Proposal

CITY OF MANHATTAN BEACH CA

Program Overview

Connect LX is Bigbelly's turnkey smart city solution which delivers a connected smart waste and recycling platform and provides Customers with a partner to help deploy, manage, and optimize their customized solution over a 36-month term. This subscription-based service was designed to deliver a flexible, scalable, smart platform that transforms waste operations today, and enables Customers to benefit from the technology innovations of the future.

Connect LX 36 Month Term	
System Software <ul style="list-style-type: none"> CLEAN Management Console Licenses for Full Term CLEAN Mobile Software Licenses for Full Term 	Automated System Monitoring <ul style="list-style-type: none"> Automated System Diagnostics and Alerts
Equipment/Hardware <ul style="list-style-type: none"> Custom Configuration as Detailed Below 	Cleaning and Inspection <ul style="list-style-type: none"> Annual Comprehensive Station Cleaning Annual Station Inspection
Station Installation <ul style="list-style-type: none"> On-Site Installation for Stations 	Warranty <ul style="list-style-type: none"> Hardware Parts Warranty for Full Term Expanded Warranty Coverage for Battery End-of-Life Replacement and Network Communication Upgrades for Full Term
Setup and Training <ul style="list-style-type: none"> CLEAN Software Account Setup System Training & Onboarding 	Customer Support <ul style="list-style-type: none"> Customer Support Hotline and Trained Field Service Professionals
Equipment/Hardware Configuration	
20 HC5/HC5 Double Station with Foot Pedals and Custom Wrap	
Total Monthly System Cost	\$5,559.60
Total Annual System Cost	\$66,715.20
Estimated 9.25% Sales Tax (Monthly/Yearly)	(\$514.26/\$6,171.16)
Total Monthly System Cost w/ Estimated Sales Tax	\$6,073.86
Total Annual System Cost w/ Estimated Sales Tax	\$72,886.32
One Time Fees	
Shipping	\$6,030.00

¹Pricing is valid for 60 days from February 10, 2023.²Sales Tax is NOT included in above pricing.³Pricing is subject to Connect Program Terms and Conditions.Connect LX by Bigbelly Executive Summary Proposal
v2022Jan19

Bigbelly 2022