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**MEMORANDUM OF
UNDERSTANDING BETWEEN
Government of the Virgin Islands acting through the Department of Property and
Procurement and the Virgin Islands Energy Office
&
Romeo Power Inc.**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 27th
Day of July, 2021, in the Territory of the Virgin Islands, by and between the
Government of the Virgin Islands Energy Office and Romeo Power Inc., through the
Department of Property and Procurement.

WITNESSETH:

Whereas, the Virgin Islands Energy Office is responsible for identifying and evaluating the strategies or projects, with the greatest potential for reducing the dependence on imported fuel used for the generation of electricity, on both, small homeowner scale and commercial renewable and alternative energy use pursuant to **Title 12 Chapter 23, Section 1102**, of the Virgin Islands Code; and

Whereas, Government of the Virgin Islands acting through the Department of Property and Procurement and the Virgin Islands Energy Office are responsible for establishing an Energy-Efficient Fleet Management Plan with plans for the acquisition of energy-efficient government fleet of vehicles, consisting of hybrid vehicles, electric vehicles, alternative fueled vehicles, or vehicles within the top one-fifth of the most energy efficient vehicles in their class pursuant to **Title 12 Chapter 23, Section 1129**, of the Virgin Islands Code; and

Whereas, Romeo Power Inc. can assist the GVI in reducing the total cost of fleet vehicle ownership via expediting the adoption of leading edge green energy solutions technology through strategic partners within the electric vehicle industry.

Whereas, Romeo Power Inc. possesses and can leverage a broad network of industry leading Electric Vehicle manufacturers across multiple classes of vehicles, charging station infrastructure developers, vehicle 2 grid integrators, and stationary storage developers; and

Whereas, Romeo Power Inc.'s diverse portfolio of energy storage solutions can be applied to stationary energy storage Pilot-Programs within the Virgin Islands.



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Whereas, Romeo Power Inc. has extensive experience in the policy structure and framework that enables successful transportation electrification on a national scale, and the VIEO seeks to craft favorable energy policy for the USVI.

Whereas, the stakeholders establishing the MOU have a common interest in ensuring the implementation and launch of Electrification Solutions to elevate clean energy usage by under-served markets throughout the Virgin Islands; and

Whereas, the VIEO and Romeo Power Inc. desire to combine efforts to ensure the Virgin Islands is able to most effectively leverage the technology and industry best practices as it relates to the sustainable electrification, by entering into this MOU.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bond by this written instrument, the parties hereto do covenant and agree as follows:

1. TERM AND EFFECTIVE DATE

This MOU shall be effective upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement and shall terminate Two Years thereafter. The Government in its sole discretion, shall have the option to renew this MOU for a period of one additional year subject to the same terms noted herein, by providing Romeo Power Inc. 60 days written notice of the Government's election to renew.

2. COSTS

There shall be no exchange of funds between the Parties for the performance of tasks under this MOU. Each Party shall bear all costs associated with the fulfillment of its responsibilities under this MOU.

3. RESPONSIBILITIES/ TASKS

3.1 Virgin Island Energy Office shall be responsible for:

- (a) Identifying and Compiling Data relative to the GVI's current fleet management
 - Data Collected to Include:
 - Vehicle Procurement Patterns
 - Historical Fuel Cost and O&M Cost of supporting GVI fleet
 - Characterization of Vehicle Fleet & Usage Profiles



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- Assessment of current GVI fleet composition
- (b) Development of Public and Public/Private Charging Station Infrastructure
 - Development of Strategic Charging Infrastructure Citing Map
- (c) Developing an Electric Vehicle Maintenance Technician program intended to equip the local workforce with skills needed to support growing fleet of Battery Electric Vehicles in the territory.
- (d) Identifying opportunities of Stationary Storage Pilot Projects throughout the USVI.
- (e) Identify opportunities to leverage Federal Grant resources to enable the integration of battery storage projects at critical infrastructure sites throughout the VI.

3.2 Department of Property and Procurement shall be responsible for:

- (a) The Development and Enforcement of a Vehicle Procurement Standard that ensures the GVI invests in Battery Electric Vehicles whenever applicable.
 - Vehicle Procurement Standard development will entail identification of vehicles accessible to the Virgin Islands market.
 - Fostering of relationships with vendors to ensure mandated vehicle supply-chains are in place to fulfill vehicle procurement needs.
- (b) Development of Public and Public/Private Charging Station Infrastructure
 - Managing charging station infrastructure procurement and installation at strategic sites identified by VIEO.

3.3 Romeo Power Inc. shall be responsible for:

- (a) Connecting the VIEO with industry leading Electric Vehicle supply chains:
 - To Include:
 - Electric Vehicle OEM – Passenger Vehicles & Commercial/Heavy Equipment Vehicles
 - Charging Stations – Level 1 & Level 2
 - Grid-Tied and Stand-Alone configurations
 - Charging Station Network Control Software
- (b) Assisting the GVI in identifying opportunities to convert GVI Fleet assets to Battery Electric Vehicles.
- (c) Connecting the Virgin Islands with workforce development programs/resources needed to equip local technicians capable of supporting the growing fleet of Battery Electric



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Vehicles within the territory.

- (d) Utilizing proven Battery System design expertise to aide in the development of strategic stationary battery storage applications.
- (e) Assisting in the development of a pilot program based on Second Life Recycling Program for EV battery packs:
 - Identify opportunities to incorporate Repurposed Commercial Vehicle Battery Packs as stationary storage applications within the territory.

4. DESIGNATED REPRESENTATIVE

Each Party shall designate a representative to oversee its responsibilities under this MOU.

Virgin Islands Energy Office designates:

Kyle Fleming, Director
4101 Mars Hill
St. Croix, 00840

Department of Property and Procurement designates:

Jozette J. Cantois, CPM - Assistant Commissioner
3274 Estate Richmond
St. Croix, 00820

Romeo Power Inc. designates:

Lionel Selwood, Chief Executive Officer
Vernon, California
United States, 90058

5. LIABILITY OF OTHERS

Nothing in this MOU shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Romeo Power Inc. as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Romeo Power Inc. of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Romeo Power Inc., its servants, agents or independent contractors.

6. ASSIGNMENT

General Contract No. G045VEOT21



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Neither Party shall subcontract or assign any part of the services or responsibilities under this MOU.

7. INDEMNIFICATION

Romeo Power, Inc agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of Romeo Power Inc. fraud, gross negligence or willful misconduct under this MOU.

8. GOVERNING LAW

This MOU shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

9. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this MOU shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this MOU, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

10. ENTIRE AGREEMENT

This MOU constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This MOU supersedes all prior communications, MOUs, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

11. CONDITION PRECEDENT

This MOU shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

12. TERMINATION

Either party will have the right to terminate this MOU with or without cause on 30 days written notice to the other party specifying the date of termination.



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13. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this MOU on account of race, creed, color, sex, religion, disability or national origin.

14. CONFLICT OF INTEREST

Both Parties covenant that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this MOU.

15. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto

16. NOTICE

Any notice required to be given by the Terms of this MOU shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

ANTHONY D. THOMAS
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas Virgin Islands 00802

Kyle Fleming, Director
Virgin Islands Energy Office
4101 Mars Hill
St. Croix, Frederiksted, USVI 00840

Lionel Selwood, CEO
Romeo Power Inc.
4380 Ayers Ave.
Vernon, CA 90058



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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS

[Signature]

[Signature]

7/1/2021

Kyle Fleming, Director
VI Energy Office
Date

DocuSigned by:
Lauren Well
77CB3A31283A4D4

DocuSigned by:
Lionel Selwood
E360CF8F140D477

7/1/2021

Lionel Selwood Jr., CEO
Romeo Power Inc.
Date

[Signature]

[Signature]

7/27/2021

Anthony D. Thomas, Commissioner
Department of Property and Procurement
Date

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: [Signature] Date 7/26/2021
Assistant Attorney General

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of MOU No. _____ entered into between the Department of Property and Procurement and _____.

Anthony D. Thomas, Commissioner
Department of Property and Procurement