

JOINT VENTURE AGREEMENT

Effective Date: March 15, 2026

Parties:

Acme Corp, a Delaware corporation ("Acme Corp")

Northwind Partners, a California limited partnership ("Northwind Partners")

Sierra Technical Solutions, a Nevada corporation ("Sierra Technical Solutions")

Bayside Ventures LLC, a California limited liability company ("Bayside Ventures")

Collectively referred to as the "Parties" and each individually as a "Party."

Recitals

WHEREAS, Acme Corp is a leading manufacturer of industrial components with extensive distribution networks across North America; and

WHEREAS, Northwind Partners possesses specialized expertise in renewable energy project finance and has funded over \$2 billion in clean energy projects; and

WHEREAS, Sierra Technical Solutions provides advanced engineering and technical consulting services for infrastructure projects; and

WHEREAS, Bayside Ventures is a venture capital firm with experience in scaling early-stage clean technology companies; and

WHEREAS, the Parties desire to form a joint venture (the "Venture") for the purpose of developing, manufacturing, and distributing next-generation solar panel mounting systems.

1. Formation and Purpose

1.1 The Parties hereby agree to form the Venture under the name "Pacific Solar Alliance" for the purpose described in the Recitals. Acme Corp shall serve as the managing partner, with day-to-day operational authority subject to the oversight of the Steering Committee described in Section 3.

1.2 Northwind Partners shall arrange project financing through its network of institutional investors and shall coordinate with Acme Corp on capital deployment schedules.

2. Capital Contributions

2.1 Each Party shall contribute as follows:

- Acme Corp: \$5,000,000 in cash and manufacturing equipment valued at \$2,000,000
- Northwind Partners: \$8,000,000 in project financing commitments
- Sierra Technical Solutions: engineering services valued at \$3,000,000 and existing IP licenses
- Bayside Ventures: \$4,000,000 in cash and strategic advisory services

2.2 Additional capital calls may be made by Acme Corp with approval of the Steering Committee. Northwind Partners and Bayside Ventures shall have the right, but not the obligation, to participate in additional funding rounds on a pro-rata basis.

3. Governance

3.1 The Venture shall be governed by a Steering Committee consisting of one representative from each Party. Acme Corp shall appoint the chairperson. Decisions require a supermajority of three out of four votes.

3.2 Sierra Technical Solutions shall appoint the Chief Technology Officer of the Venture. Northwind Partners shall appoint the Chief Financial Officer. Bayside Ventures shall have a board observer seat and advisory role on commercialization strategy.

4. Profit and Loss Allocation

4.1 Profits and losses of the Venture shall be allocated as follows: Acme Corp — 35%; Northwind Partners — 30%; Sierra Technical Solutions — 20%; Bayside Ventures — 15%.

4.2 Distributions shall be made quarterly, subject to the Venture maintaining adequate working capital as determined by Northwind Partners in consultation with Acme Corp.

5. Intellectual Property

5.1 IP developed jointly by Sierra Technical Solutions and Acme Corp within the scope of the Venture shall be jointly owned. Each Party retains ownership of its pre-existing IP.

5.2 Sierra Technical Solutions grants the Venture a non-exclusive license to its existing mounting system patents. Acme Corp grants the Venture a non-exclusive license to its proprietary manufacturing processes.

6. Non-Compete

6.1 During the term of this Agreement and for a period of two (2) years thereafter, no Party shall directly compete with the Venture in the solar mounting systems market. Bayside Ventures is exempted from this restriction with respect to passive portfolio investments in companies that derive less than 10% of revenue from competing products.

7. Term and Dissolution

7.1 This Agreement shall remain in effect for five (5) years from the Effective Date, unless extended by unanimous consent. Upon dissolution, assets shall be distributed to Acme Corp, Northwind Partners, Sierra Technical Solutions, and Bayside Ventures in proportion to their respective capital accounts.