



SouthWest Electronic Energy Corp.  
12701 Royal Drive  
Stafford, TX 77477

Phone: (281) 240-4000  
Fax : (281) 240-5672  
Toll Free: (800) 231-3612

|                                                                                                                                     |                    |                              |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------|
| <b>To:</b><br>MARINE OPERATIONS<br>MONTEREY BAY AQUARIUM RESEARCH INSTITUTE<br>7700 SANDHOLDT ROAD<br>MOSS LANDING, CA 95309<br>USA | <b>Customer #:</b> | <b>Date:</b> 3/2/09          |
| <b>Attention:</b> HANS THOMAS                                                                                                       |                    | <b>Quote #:</b> QU-005254X   |
|                                                                                                                                     |                    | <b>Terms:</b> TBD            |
|                                                                                                                                     |                    | <b>Lead Time:</b><br>in days |

QUOTE IS BUDGETARY  
NRE MAY APPLY DEPENDING ON WHICH OPTION YOU CHOOSE OR COMPLEX CHANGES IN PROJECT  
UN DOT TESTING FOR SHIPPING WILL COME INTO CONSIDERATION AT THE TIME A FORMAL QUOTE IS PROCESSED.

| Item | Part# | Description | Quantity | Unit Price | Ext. Price |
|------|-------|-------------|----------|------------|------------|
|------|-------|-------------|----------|------------|------------|

Quotes for prices are good for 30 days. Quotes for delivery are good for 48 hours.

All orders are non-cancellable. Manufactured and special order items are non-returnable.

Manufactured items and special orders cannot be changed or modified once raw materials are purchased or consumed

Quote does not include costs of shipping and packaging required by Dept. of Transportation. These costs are invoiced as Shipping and handling.

Distributed items which are normally stocked are subject to a restocking fee

For details see the SouthWest Electronic Energy Corp terms on the last page of this document.

UNLESS OTHERWISE NOTED, QUOTE INCLUDES TESTING AND SHIPPING ACCORDING TO SWE STANDARDS (AVAILABLE UPON REQUEST)

Prepared By: \_\_\_\_\_

Approved By: \_\_\_\_\_



|                                                                                                                                                                                 |                                                            |                                                                                                                                                |
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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|

1

4S1P Kokam 30AH Module  
BUDGETARY QUOTE: NOTE: COSTS  
INCLUDE ONE TIME CHARGE OF \$600 FOR  
TOOLING FOR POTTING BOX AND FOR CELL  
TAB PUNCH AND SHEAR.

BAH-36 4S1P SLPB65216216 POT LDS LNP  
14.4V

BATTERY MODULE 4S1P SLPB65216216  
POTTED w/LEADS 30AH 14.4V

NOTE: 10 MODULES ARE REQUIRED TO  
CONSTRUCT THE 28.8V 150AH BATTERY  
SYSTEM REQUIRED. MODULAR  
CONSTRUCTION WAS USED FOR  
INCREASED FLEXIBILITY AND REDUCED DOT  
TESTING COSTS. SEE SWE FOR DETAILS  
ON MODULAR BATTERY SYSTEM DESIGN.  
THE FOLLOWING ARE SPECIFICATIONS FOR  
A SINGLE MODULE:

MODULE VOLTAGE: 12V MIN, 14.4V NOM,  
16.8V MAX

MODULE ENERGY: 30 AH, 430 WH

MODULE POWER: 8 AMPS MAX  
CONTINUOUS CHARGE & DISCHARGE; 16  
AMPS PULSE, 24 AMPS SHORT CIRCUIT

MODULE SIZE: 9.5" X 1.325" X 8.75" (241.4mm  
X 33.7mm X 222.3mm). 10 MODULES CAN BE  
MOUNTED WITHIN A 16" DIAMETER  
CONTAINER WHOSE MINIMUM LENGTH IS  
ABOUT 9".

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MODULE WEIGHT: APPROXIMATELY 7.9 LBS  
(3.58 KG)

MODULE PHYSICAL CONST: CELLS & PACK  
PROTECT CIRCUIT ARE POTTED IN A  
FIBER-GLASS CASE. POTTING COMPOUND  
IS A THERMALLY CONDUCTIVE  
POLYURETHANE, POTTING IS USED TO  
INCREASE SAFETY AND ROBUSTNESS OF  
MODULE.

I/O: LEADS ONLY; CAN TERMINATE THE  
LEADS IN  
A CONNECTOR OF CUSTOMER'S  
CHOICE  
2 EA., 16AWG POWER WIRES  
3 EA., 24AWG SERIAL COMM. WIRES (CAN  
BECOME RS-232  
WITH APPROPRIATE DRIVER  
1 EA., 24AWG 3.3V VCC (OPTIONAL)

CHARGING: EACH MODULE CONTAINS  
INTERNAL CHARGE CONTROL SUCH THAT IT  
CAN BE CHARGED USING A CC/CV POWER  
SUPPLY, A SOLAR PANEL, OR AN  
APPROPRIATE FUEL CELL.. IF BATTERY IS  
CONSTRUCTED USING 2 MODULES IN  
SERIES AND 5 OF THESE DUAL MODULES  
ARE CONNECTED IN PARALLEL THEN A  
POWER SUPPLY FOR CHARGING THE  
BATTERY PACK SHOULD BE ABOUT 35  
VOLTS (CV) AND ABOUT 32 AMPS (CC).  
CHARGE TIME FOR A FULLY DISCHARGED  
BATTERY WOULD THEN BE ABOUT 5 HOURS.

EXTERNAL PACK CONSTRUCTION: 10  
MODULES SHOULD BE WIRED TOGETHER  
SUCH THAT 5 EA DUAL MODULES (8S1P) ARE  
PARALLEL CONNECTED VIA 2 SETS OF

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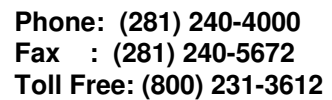
Distributed items which are normally stocked are subject to a restocking fee

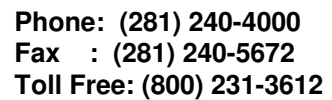
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RANGE.

|          |            |                |
|----------|------------|----------------|
| 1.00     | 3,499.4800 | \$3,499.48     |
| 10.00    | 2,258.2620 | \$22,582.62    |
| 90.00    | 2,077.2319 | \$186,950.87   |
| 500.00   | 1,928.4003 | \$964,200.13   |
| 5,000.00 | 1,857.5582 | \$9,287,790.97 |

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2

4S14P 18650 30.8AH Module  
BUDGETARY QUOTE: NOTE: COSTS  
INCLUDE ONE TIME CHARGE OF \$100 FOR  
TOOLING FOR POTTING BOX

BAH-37 4S14P 18650 POT LDS LNP 14.4V

BATTERY MODULE 4S14P 18650 POTTED  
w/LEADS 30.8AH 14.4V

NOTE: 10 MODULES ARE REQUIRED TO  
CONSTRUCT THE 28.8V 154AH BATTERY  
SYSTEM REQUIRED. MODULAR  
CONSTRUCTION WAS USED FOR  
INCREASED FLEXIBILITY AND REDUCED DOT  
TESTING COSTS. SEE SWE FOR DETAILS  
ON MODULAR BATTERY SYSTEM DESIGN.  
THE FOLLOWING ARE SPECIFICATIONS FOR  
A SINGLE MODULE:

MODULE VOLTAGE: 12V MIN, 14.4V NOM,  
16.8V MAX

MODULE ENERGY: 30.8 AH, 440 WH

MODULE POWER: 8 AMPS MAX  
CONTINUOUS CHARGE & DISCHARGE; 16  
AMPS PULSE, 24 AMPS SHORT CIRCUIT

MODULE SIZE: 4.75" X 3.0" X 6.5" (120.7mm X  
76.2mm X 165.1mm)  
10 MODULES CAN BE MOUNTED WITHIN A  
16" DIAMETER CONTAINER WHOSE MINIMUM  
LENGTH IS ABOUT 7".

MODULE WEIGHT: APPROXIMATELY 7.2 LBS  
(3.27 KG)

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MODULE PHYSICAL CONST: CELLS & PACK  
PROTECT CIRCUIT ARE POTTED IN A  
FIBER-GLASS CASE. POTTING COMPOUND  
IS A THERMALLY CONDUCTIVE  
POLYURETHANE. POTTING IS USED TO  
INCREASE SAFETY AND ROBUSTNESS OF  
MODULE.

I/O: LEADS ONLY; CAN TERMINATE THE  
LEADS IN  
          A CONNECTOR OF CUSTOMER'S  
CHOICE  
2 EA., 16AWG POWER WIRES  
3 EA., 24AWG SERIAL COMM. WIRES (CAN  
BECOME RS-232  
          WITH APPROPRIATE DRIVER  
1 EA., 24AWG 3.3V VCC (OPTIONAL)

CHARGING: EACH MODULE CONTAINS  
INTERNAL CHARGE CONTROL SUCH THAT IT  
CAN BE CHARGED USING A CC/CV POWER  
SUPPLY, A SOLAR PANEL, OR AN  
APPROPRIATE FUEL CELL.. IF BATTERY IS  
CONSTRUCTED USING 2 MODULES IN  
SERIES AND 5 OF THESE DUAL MODULES  
ARE CONNECTED IN PARALLEL THEN A  
POWER SUPPLY FOR CHARGING THE  
BATTERY PACK SHOULD BE ABOUT 35  
VOLTS (CV) AND ABOUT 32 AMPS (CC).  
CHARGE TIME FOR A FULLY DISCHARGED  
BATTERY WOULD THEN BE ABOUT 5 HOURS.

EXTERNAL PACK CONSTRUCTION: 10  
MODULES SHOULD BE WIRED TOGETHER  
SUCH THAT 5 EA DUAL MODULES (8S14P)  
ARE PARALLEL CONNECTED VIA 2 SETS OF  
OR'ING DIODES; ONE SET FOR CHARGING  
AND THE OTHER SET FOR DISCHARGING. IT

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IS RECOMMENDED THAT FOR MINIMUM POWER LOSS THE OR'ING DIODES BE CONSTRUCTED USING "IDEAL" DIODE CIRCUITS. CONTACT SWE FOR FURTHER INFO.

BALANCING: EACH MODULE IS AUTOMATICALLY CONTINUOUSLY BALANCED DURING CHARGE, DISCHARGE, QUIESCENCE, AND STORAGE MODES. INTER-MODULE BALANCING SOFTWARE IS INCLUDED IN EACH MODULE'S PACK PROTECT SO THAT ALL 10 MODULES MODULES ARE AUTOMATICALLY BALANCED WITH ONE ANOTHER DURING CHARGE. BALANCING METHODS ARE PROPRIETARY TO SWE. SEE SWE FOR DETAILS.

MAINTENANCE: BALANCING METHODS AND MODULAR CONSTRUCTION ALLOW INDIVIDUAL MODULES TO BE INDIVIDUALLY REPLACED SHOULD ANY FAIL. RE-BALANCING OF ALL MODULES AFTER MAINTENANCE REQUIRES A SINGLE CHARGE CYCLE WHOSE CHARGE TIME MAY BE LENGTHENED AS NEEDED TO COMPLETE INTER-MODULE BALANCING. SEE SWE FOR DETAILS.

MODULE STATUS: RELATIVE MODULE CAPACITY, STATE-OF-HEALTH, MODULE VOLTAGE, MODULE CURRENT, CELL VOLTAGE, ERROR STATUS, TEMPERATURE, & OTHER DETAILED INFORMATION AND CONTROLS ARE AVAILABLE VIA 3.3 VOLT DIGITAL SERIAL INTERFACE PROVIDED BY EACH PACK PROTECT. THE SERIAL INTERFACE CAN BE CONNECTED VIA DRIVERS DIRECTLY TO A COMPUTER'S

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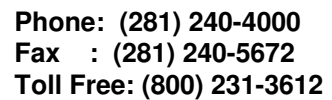
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Approved By: \_\_\_\_\_





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| <b>Attention:</b> HANS THOMAS                                                                                                       |                    | <b>Quote #:</b> QU-005254X   |
|                                                                                                                                     |                    | <b>Terms:</b> TBD            |
|                                                                                                                                     |                    | <b>Lead Time:</b><br>in days |

|          |            |                |
|----------|------------|----------------|
| 1.00     | 1,165.5400 | \$1,165.54     |
| 10.00    | 904.0090   | \$9,040.09     |
| 90.00    | 853.3317   | \$76,799.85    |
| 500.00   | 851.1262   | \$425,563.12   |
| 5,000.00 | 765.6215   | \$3,828,107.49 |

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The term "Seller" as used herein is named on the front side of this document, Customer is referred to as Purchaser. Corporate offices are located at 12701 Royal Dr., Stafford, TX 77477.

- DELIVERY AND SHIPPING:** The estimated shipping schedule is based on the Seller's current inventory, commitments and supplier's advice. ALL DATES ARE APPROXIMATE. All prices are F.O.B. Seller unless otherwise specified. Salesmen and agents of Seller are not authorized to make any representations, promises, or warranties and only those on the reverse side of this document or as signed by an officer are binding on Seller.
- SPECIAL ORDERS AND DEDICATED INVENTORY:** Orders for products which are specially fabricated to Purchaser's specifications or request may not be modified, cancelled or returned by Purchaser except upon such terms and conditions, if any, established by Seller. Dedicated Inventory shall constitute product which Seller shall keep on hand to service Purchaser. Purchaser shall always be responsible for timely relieving Seller of such inventory in accordance with the schedule attached, if any.
- RETURNED GOODS AND DEFECTIVE NON-CONFORMING GOODS:** Goods which are ordered by Purchaser and acquired by Seller from third sources shall be considered conforming if they meet or exceed industry specifications for similar or like items. In the event goods supplied by the Seller are defective or non-conforming, Purchaser must give notice to Seller of such defect or non-conformity in writing and in detail within thirty (30) days of receipt of the merchandise, or Purchaser's right of complaint is waived; and if notice is timely given then upon authorization by the Seller for return, the goods may be returned by the Purchaser. If Seller determines that in fact the goods are non-conforming or defective, then at Seller's option, Seller shall either credit Purchaser for the cost thereof, return the goods to the supplier for rework, or replace the goods. If the defect or non-conforming nature of the goods is not a result of the fault of the Seller, then the Purchaser shall be liable for the cost of rework or replacement and all associated costs therewith including but not limited to transportation and inspection fees.
- ACCEPTANCE OF PURCHASER'S ORDER:** ACCEPTANCE OF THE PURCHASER'S TERMS AND CONDITIONS OF SALE QUOTED THEREIN ARE NOT BINDING ON SELLER unless said terms are (i) manually typed (not printed) on purchaser's order and (ii) specifically authorized with the written consent by the Seller. Upon acceptance of this purchase order the contract cannot be cancelled, revoked, or modified in any particular (including changes in design, specifications, or production) without the specific written consent of the Seller, after appropriate provisions for payment by the Purchaser for additional costs and expenses caused by such changes.

- ADDITIONAL CHARGES:** Purchaser agrees that if Seller allows a cancellation of any order, in whole or in part, Purchaser will pay all appropriate restocking or cancellation charges and if such charges are designated in advance on this document the Purchaser agrees to pay said amount and further represents that said amount is reasonable.
- PAYMENT:** Purchaser agrees to pay Seller for the merchandise made the subject of this order within thirty (30) days of the date of Seller's invoice or as otherwise required by Seller.
- TESTING AND MISBRANDING:** Seller shall not be responsible for product misbranded by another. Seller shall not be responsible for testing of product sold to Purchaser. Purchaser Further agrees to indemnify and hold harmless Seller from any liability arising out of any special packaging or assembly which Seller performs to the specification of Purchaser. Purchaser represents that it has independently determined the need and applicability of the product it has ordered and does not rely on any representation of Seller in that regard.
- LIMITATION OF LIABILITY: PURCHASER AGREES THAT REGARDLESS OF THE CLAIM OR THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT BY THE PURCHASER AGAINST SELLER, SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, PROMOTIONAL EXPENSES, INJURY TO REPUTATION, LOSS OF CUSTOMER, PURCHASER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED THIS QUOTED PURCHASE PRICE FOR THE PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTACT, TORT, WARRANTY OR OTHERWISE.**
- WARRANTY: SELLER SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ITS INTENDED PURPOSE AND ALL GOODS ARE TENDERED ON AN AS-IS BASIS BETWEEN MERCHANTS. IF ANY MODEL OR SAMPLE WAS SHOWN TO PURCHASER, SUCH MODEL OR SAMPLE WAS USED MERELY TO ILLUSTRATE THE GENERAL TYPE AND QUALITY OF GOODS,**
- CHOICE OF LAW:** All orders and the contracts based thereon shall be governed by the laws of the State of Texas and Texas Courts shall have jurisdiction and venue as to any dispute hereunder.

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