# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

# SCHEDULE 13D

Under the Securities Exchange Act of 1934 (Amendment No.)\*

# Tigo Energy, Inc.

(Name of Issuer)

Class A Common Stock (Title of Class of Securities)

88675P 103 **(CUSIP Number)** 

Amarelle Mead c/o Tigo Energy, Inc. 655 Campbell Technology Parkway, Suite 150, Campbell, California 95008 (408) 402-0802

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

May 23, 2023 (Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box.  $\Box$ 

*Note*: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

## CUSIP No. 88675P 103

1	Names of Reporting Persons Zvi Alon					
2		Check the Appropriate Box if a Member of a Group (a) $\square$ (b) $\square$				
3	SEC Use	Only				
4	Source of OO	Source of Funds (See Instructions) OO				
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) □					
6	Citizenship or Place of Organization United States					
NUM	BER OF	7	Sole Voting Power 1,356,900 (1)			
BENEI	HARES EFICIALLY 'NED BY	8	Shared Voting Power 14,464,132 (2)			
REPO	ACH ORTING RSON	9	Sole Dispositive Power 1,356,900 (1)			
W	/ITH	10	Shared Dispositive Power 14,464,132 (2)			
11	Aggregate Amount Beneficially Owned by Each Reporting Person 15,821,032					
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares □					
13	Percent of Class Represented by Amount in Row (11) 26.6% (3)					
14	Type of Reporting Person IN					

- (1) Consists of shares of common stock, par value \$0.0001 per share (the "Common Stock") underlying exercisable stock options held by the Reporting Person.
- (2) Includes (i) 12,689,306 shares of Common Stock held by Alon Ventures, LLC, of which Mr. Alon is co-manager and (ii) 1,774,826 shares held by The Zvi and Ricki Alon Trust U/A/D June 29, 2017 of which Mr. Alon is the trustee.
- (3) All percentages are based on an aggregate of 58,144,543 shares of common stock outstanding on May 23, 2023 as reported in the Issuer's Current Report on Form 8-K filed on May 30, 2023.

# CUSIP No. 88675P 103

1	Names of Reporting Persons Alon Ventures, LLC				
2	Check the (a) □ (b)	e Appropriate Bo □	ox if a Member of a Group		
3	SEC Use	Only			
4	Source of OO	Funds (See Inst	ructions)		
5	Check if o	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) $\Box$			
6	Citizenship or Place of Organization United States				
NUMI	BER OF	7	Sole Voting Power 0		
BENEF	ARES FICIALLY VED BY	8	Shared Voting Power 12,689,306		
REPC	ACH 9 PRTING RSON		Sole Dispositive Power 0		
W		VITH 10		Shared Dispositive Power 12,689,306	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 12,689,306				
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares  □				
13	Percent of Class Represented by Amount in Row (11) 21.8% (1)				
14	Type of Reporting Person OO				

<sup>(1)</sup> All percentages are based on an aggregate of 58,144,543 shares of common stock outstanding on May 23, 2023 as reported in the Issuer's Current Report on Form 8-K filed on May 30, 2023.

# CUSIP No. 88675P 103

1	Names of Reporting Persons The Zvi and Ricki Alon Trust U/A/D June 29, 2017				
2	Check the (a) □ (b)		ox if a Member of a Group		
3	SEC Use	Only			
4	Source of OO	Funds (See Inst	ructions)		
5	Check if o	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)  □			
6		Citizenship or Place of Organization United States			
NUMI	7 BER OF		Sole Voting Power 0		
BENEF	ARES ICIALLY IED BY	8	Shared Voting Power 1,774,826		
REPO	ACH ORTING RSON	9	Sole Dispositive Power 0		
W		VITH 10		Shared Dispositive Power 1,774,826	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,774,826				
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares  □				
13	Percent of Class Represented by Amount in Row (11) 3.1% (1)				
14	Type of Reporting Person OO				

<sup>(1)</sup> All percentages are based on an aggregate of 58,144,543 shares of common stock outstanding on May 23, 2023 as reported in the Issuer's Current Report on Form 8-K filed on May 30, 2023.

#### Item 1. Security and Issuer

This statement on Schedule 13D (the "Schedule 13D") relates to the shares of common stock, par value \$0.0001 per share (the "Common Stock"), of Tigo Energy, Inc., a Delaware corporation (the "Issuer"), whose principal executive office is located at 655 Campbell Technology Parkway, Suite 150, Campbell, California 95008. Prior to the Business Combination (as defined below), the Issuer was known as Roth CH Acquisition IV Co. ("ROCG").

#### Item 2. Identity and Background

- (a) This Schedule 13D is being filed by Zvi Alon, Alon Ventures, LLC, and the Zvi and Ricki Alon Trust U/A/D June 29, 2017 (each a "Reporting Person" and collectively the "Reporting Persons").
- (b) The Reporting Persons' business address is 27673 Lupine Rd. Los Altos Hills, CA 94022.
- (c) Mr. Alon's present principal occupation is Chief Executive Officer and Chairperson of the Issuer. Alon Ventures, LLC is an investment company.
- (d)-(e) During the last five years, the Reporting Persons have not been (i) convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Zvi Alon is a citizen of the United States. Alon Ventures, LLC is a California limited liability company ("Alon Ventures"). The Zvi and Ricki Alon Trust U/A/D June 29, 2017 is a trust organized in the State of California (the "Trust").

#### Item 3. Source and Amount of Funds or Other Consideration

Item 4 below summarizes certain provisions of the Merger Agreement (as defined below) that pertain to the securities acquired by the Reporting Persons. Pursuant to the Merger Agreement, upon consummation of the Business Combination (as defined below), (i) Mr. Alon received options to receive 1,356,900 shares of Common Stock in exchange for Legacy Tigo (as defined below) stock options, all of which are currently exercisable; (ii) Alon Ventures received 12,689,306 shares of Common Stock; and (iii) the Trust received 1,774,826 shares of Common Stock.

#### Item 4. Purpose of Transaction

### **Business Combination**

On May 23, 2023 (the "Closing Date"), pursuant to an agreement and plan of merger, dated as of December 5, 2022 and as amended on April 6, 2023 (the "Merger Agreement"), by and among ROCG, Roth IV Merger Sub Inc., a Delaware corporation and a wholly-owned subsidiary of ROCG ("Merger Sub"), and Tigo Energy, Inc., a Delaware corporation ("Legacy Tigo"), Merger Sub merged with and into Legacy Tigo (the "Business Combination"). Following the Business Combination, ROCG was renamed Tigo Energy, Inc.

As a result of the Business Combination, the Issuer directly owns 100% of the outstanding common stock of Legacy Tigo as the surviving company in the Business Combination and each share of common stock of Legacy Tigo outstanding immediately prior to the effective time of the Business Combination was cancelled and extinguished and collectively converted into the right to receive shares of Common Stock, in accordance with the Merger Agreement, at a ratio of approximately 1-to-0.233335 (the "Exchange Ratio"). In addition, (i) each outstanding option to purchase shares of Legacy Tigo common stock outstanding immediately prior to the effective time of the Business Combination was cancelled and extinguished and collectively converted into the right to receive an option to acquire Common Stock at the Exchange Ratio with the same terms and conditions as applied to the option immediately prior to the Closing Date, (ii) each Legacy Tigo outstanding vested restricted stock unit award was cancelled and extinguished and collectively converted into the right to receive shares of Common Stock at the Exchange Ratio, and (iii) each Legacy Tigo outstanding unvested restricted stock unit award was cancelled and extinguished and collectively converted into the right to receive an unvested restricted stock unit award covering Common Stock at the Exchange Ratio with the same terms and conditions as applied to the restricted stock unit award immediately prior to the Closing Date.

#### General

In his capacity as Chief Executive Officer and Chairperson of the Issuer, Mr. Alon may have influence over the corporate activities of the Issuer, including activities which may relate to items described in subparagraphs (a) through (j) of Item 4 of Schedule 13D. In light of his responsibilities to the Issuer, Mr. Alon does not anticipate making any disclosures in connection with his participation in the transactions and activities of the Issuer separate and apart from relevant disclosures by the Issuer, unless otherwise required by Schedule 13D.

The Reporting Persons intend to review their investments in the Issuer on a continuing basis. Any actions the Reporting Persons might undertake may be made at any time and from time to time without prior notice and will be dependent upon the Reporting Persons' review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

Subject to the Lock-Up Agreement, the provisions of the Bylaws and the Issuer's insider trading policies, the Reporting Persons may acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions. In addition, the Reporting Persons may engage in discussions with management, the Issuer's board of directors, and other securityholders of the Issuer and other relevant parties or encourage, cause or seek to cause the Issuer or such persons to consider or explore extraordinary corporate transactions, such as: a merger, reorganization or take-private transaction that could result in the de-listing or de-registration of the Common Stock; sales or acquisitions of assets or businesses; changes to the capitalization or dividend policy of the Issuer; or other material changes to the Issuer's business or corporate structure, including changes in management or the composition of the Issuer's board of directors.

Other than as described above, the Reporting Persons do not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)–(j) of Schedule 13D, although, depending on the factors discussed herein, the Reporting Persons may change their purpose or formulate different plans or proposals that relate to or would result in any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

#### Item 5. Interest in Securities of the Issuer

(a) – (b) The responses of each of the Reporting Persons with respect to rows 11 through 13 of the cover pages of this Schedule 13D that relate to the aggregate number and percentage of shares of Common Stock (including but not limited to footnotes to such information) are incorporated herein by reference.

The responses of each of the Reporting Persons with respect to rows 7, 8, 9 and 10 of the cover pages of this Schedule 13D that relate to the number of shares of Common Stock as to which each of the persons or entities referenced in Item 2 above has sole power or shared power to vote or to direct the vote and sole or shared power to dispose or to direct the disposition (including but not limited to the footnotes to such information) are incorporated herein by reference.

- (c) Except as described in Item 3 and Item 4, during the past 60 days, the Reporting Persons have not effected any transactions with respect to the Common Stock
- (d) No person other than the Reporting Persons are known to the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any securities covered by this Schedule.
- (e) Not Applicable

### Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Registration Rights Agreement

On May 23, 2023, in connection with the consummation of the Business Combination and as contemplated by the Merger Agreement, the Company entered into an amended and restated registration rights agreement (the "Registration Rights Agreement") with CHLM Sponsor LLC, a Delaware limited liability company ("CHLM"), CR Financial Holdings, Inc., a New York company ("CRFH" and, together with CHLM, the "Sponsors"), certain stockholders of ROCG and certain stockholders of Legacy Tigo, pursuant to which, among other things, the Company agreed to undertake certain shelf registration obligations in accordance with the Securities Act of 1933, as amended (the "Securities Act"), and certain subsequent related transactions and obligations, including, among other things, undertaking certain registration obligations, and the preparation and filing of required documents.

The foregoing description of the Registration Rights Agreement is a summary only and does not purport to be complete and is qualified in its entirety by the full text of the Registration Rights Agreement, a copy of which is attached hereto as Exhibit 1 and is incorporated herein by reference.

#### Lock-Up Agreement and Bylaw Restrictions

On May 23, 2023, in connection with the consummation of the Business Combination and as contemplated by the Merger Agreement, Alon Ventures entered into a lock-up agreement (the "Lock-Up Agreement") with the Company. Pursuant to the Lock-up Agreement, Alon Ventures agreed, among other things, that its shares received as merger consideration may not be transferred until November 23, 2023, the date that is six months following the Closing Date. However, Along Ventures may transfer, subject to restrictions under applicable securities laws, (i) up to 5% of the shares of Common Stock held by it immediately after the Closing Date, or such shares of Common Stock otherwise issued or issuable in connection with the Business Combination, until August 1, 2023, the date that is 90 days after the Closing Date, and (ii), from August 22, 2023, the 91st day after the Closing Date, through November 23, 2023, up to an additional 5% (for a total of up to 10% during such periods) of shares of Common Stock held by it immediately after the Closing Date; provided, that, for the avoidance of doubt, the remaining 90% of the shares of Common Stock held by it immediately after the Closing Date may be transferred beginning on November 23, 2023.

In addition to the Lock-Up Agreement, the bylaws of the Issuer (the "Bylaws") contain a provision that also prohibits the transfer of shares of Common Stock of the Company held immediately following the Closing Date, or such shares of Common Stock otherwise issued or issuable in connection with the transactions contemplated by the Merger Agreement, until November 23, 2023. The Bylaws, similar to the Lock-Up Agreements, permit the transfer, subject to restrictions under applicable securities laws, (i) up to 5% of the shares of Common Stock held immediately after the Closing Date, or such Common Stock otherwise issued or issuable in connection with the Business Combination, until August 1, 2023, the date that is 90 days after the Closing Date, and (ii), from August 22, 2023, the 91st day after the Closing Date, through November 23, 2023, up to an additional 5% (for a total of up to 10% during such periods) of shares of Common Stock held by the holder immediately after the Closing Date. The Bylaw provision applies to all shareholders of the Company that were issued shares of Common Stock of the Company in accordance with, and pursuant to, the Merger Agreement, which includes each of the Reporting Persons.

In connection with the consummation of the Business Combination, the Issuer's board of directors released from the transfer restrictions contained in the Lock-Up Agreement and Bylaws, as applicable, an additional 3% of shares subject to such restrictions. As a result, the holders of shares subject to the transfer restrictions contained in the Lock-Up Agreement and Bylaws, as applicable, may transfer, subject to restrictions under applicable securities laws, up to 8% of their shares of Common Stock subject to such agreements immediately after the Closing Date.

The foregoing descriptions of the Lock-Up Agreement and the Bylaws are summaries only and do not purport to be complete and are qualified in their entirety by the full text of the Lock-Up Agreement and Article VII of the Bylaws, respectively, copies of which are attached hereto as Exhibits 2 and 3, respectively, and incorporated herein by reference.

## Options to Purchase Common Stock

Mr. Alon's options to receive 1,356,900 shares of Common Stock are currently exercisable. Certain of the shares of Common Stock underlying the stock options are subject to a right of repurchase in favor of the Issuer, which right lapses as the stock options vest. The details of the stock options are shown below.

Number of Shares of Common Stock Underlying Options	 Exercise Price	Expiration Date	Number of Shares of Common Stock Underlying Options subject to Right of Repurchase	Date(s) on which Right of Repurchase Lapses
582,694	\$ 0.26	04/13/2024	<del></del>	
101,971	\$ 0.60	05/12/2025		<del></del>
136,933	\$ 0.56	06/19/2026		<del></del>
82,159	\$ 0.56	08/16/2027		
90,375	\$ 0.64	09/19/2028		<del></del>
99,413	\$ 0.64	09/11/2029	4,142	06/30/2023
140,001	\$ 0.75	02/24/2026	61,250	01/31/2025
123.354	\$ 2.57	06/22/2032	123.354	05/31/2026

The foregoing description of the stock options is a summary only and does not purport to be complete and is qualified in its entirety by the full text of the Form of 2008 Stock Plan Stock Option Agreement, copies of which are attached hereto as Exhibit 4 and Exhibit 5, respectively, and are incorporated herein by reference.

Other than the matters disclosed above, the Reporting Persons do not have any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

# Item 7. Materials to be Filed as Exhibits

Exhibit Number	Description
1	Amended and Restated Registration Rights Agreement, dated as of May 23, 2023, by and among Tigo Energy, Inc., CHLM Sponsor LLC, CR Financial Holdings, Inc., and each party listed under Holder on the signature pages thereto (incorporated by reference to Exhibit 10.2 to the Issuer's Current Report on Form 8-K filed with the SEC on May 30, 2023).
2	Form of Lock-Up Agreement (incorporated by reference to Exhibit 10.16 to the Issuer's Registration Statement on Form S-4/A (File No. 333-264811) filed with the SEC on April 20, 2023).
3	Amended and Restated Bylaws of Tigo Energy, Inc. (incorporated by reference to Exhibit 3.2 to the Issuer's Current Report on Form 8-K filed with the SEC on May 30, 2023).
4	Form of 2008 Stock Plan Stock Option Agreement.
5	Form of 2018 Stock Plan Stock Option Agreement.
6	Joint Filing Agreement among the Reporting Persons, dated as of June 2, 2023.

# **SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: June 2, 2023

ZVI ALON

By: /s/ Zvi Alon

Name: Zvi Alon

ALON VENTURES, LLC

By: /s/ Zvi Alon
Name: Zvi Alon
Title: Co-Manager

THE ZVI AND RICKI ALON TRUST U/A/D JUNE 29,

2017

By: /s/ Zvi Alon

Name: Zvi Alon
Title: Trustee

## TIGO ENERGY, INC. 2008 STOCK PLAN STOCK OPTION AGREEMENT

Unless otherwise defined herein, the terms defined in the 2008 Stock Plan shall have the same defined meanings in this Stock Option Agreement.

I. N	OTICE	OF S	TOCK	OPTION	GRANT
------	-------	------	------	--------	-------

Participant:	[Name]
Address:	

The undersigned Participant has been granted an Option to purchase Stock of the Company, subject to the terms and conditions of the Plan and this Stock Option Agreement, as follows:

Grant Date: [Grant Date]

Vesting Commencement Date: [Vesting Commence Date]
Exercise Price per Share: [Exercise Price]/Share
Total Number of Option Shares: [Option shares (#)]

Total Exercise Price: [Total Exercise Price]
Type of Option: [Type of Option]
Term/Expiration Date [Expiration Date]

#### Vesting Schedule:

Twenty-five percent (25%) of the Option Shares shall vest twelve (12) months after the Vesting Commencement Date and 1/48th of the Option Shares shall vest on the last day of each calendar month thereafter, subject to Participant's Service through each such date.

#### Signatures:

By signing this Agreement below: (i) Participant and Company agree to the terms and conditions set forth in II. Agreement, below; and (ii) Participant acknowledges receipt of a copy of the Plan and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Participant has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option and fully understands all provisions of the Option. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Plan administrator upon any questions arising under the Plan or this Option. Participant further agrees to notify the Company upon any change in the residence address indicated below.

PARTICIPANT	Tigo Energy, Inc.
Signature	Ву:
[Name] Residence Address:	420 Blossom Hill Road Los Gatos, CA 95032

# II. AGREEMENT

1. <u>Grant of Option</u>. The Company hereby grants to the Participant named in Part I of this Agreement (the "<u>Participant</u>"), an option (the "<u>Option</u>") to purchase the number of Option Shares set forth in Part I, at the exercise price per Share set forth in Part I (the "<u>Exercise Price</u>"), subject to the terms and conditions of the Plan, a copy of which is located at and , which Plan is incorporated herein by reference. In the event of a conflict between the terms and conditions of the Plan and this Stock Option Agreement, the terms and conditions of the Plan shall prevail.

If designated in Part I as an Incentive Stock Option ("ISO"), this Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code. Nevertheless, to the extent that it exceeds the \$100,000 rule of Section 422(d) of the Code, this Option shall be treated as a Nonstatutory Stock Option ("NSO").

2. Exercise of Option. This Option shall be exercisable during its term in accordance with the provisions of Section 5 of the Plan as follows:

## (a) Right to Exercise.

- (i) Subject to Subsections 2(a)(ii) and 2(a)(iii) below, this Option shall be exercisable cumulatively according to the vesting schedule set forth in Part I. Alternatively, at the election of the Participant, this Option may be exercised in whole or in part at any time as to Shares that have not yet vested. Vested Shares shall not be subject to the Company's repurchase right (as set forth in the Restricted Stock Purchase Agreement, a copy of which is available at .
  - (ii) As a condition to exercising this Option for unvested Shares, the Participant shall execute the Restricted Stock Purchase Agreement.
- (iii) As a condition to exercising this Option for unvested Shares, the Company may require the Participant to become a party to the Company's then current Shareholders Agreement (the "Shareholders Agreement") by signing a joinder agreement thereto.
  - (iv) This Option may not be exercised for a fraction of a Share.
- (b) Method of Exercise. This Option shall be exercisable by delivery of an Exercise notice in the form located at (the "Exercise Notice"), which shall state the election to exercise the Option, the number of Shares with respect to which the Option is being exercised, and such other representations and agreements as may be required by the Company. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares. This Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Exercise Price.

No Shares shall be issued pursuant to the exercise of an Option unless such issuance and such exercise comply with applicable laws. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Participant on the date on which the Option is exercised with respect to such Shares.

- 3. <u>Participant's Representations</u>. In the event the Shares have not been registered under the Securities Act of 1933, as amended (the "<u>Securities Act</u>"), at the time this Option is exercised, the Participant shall, if required by the Company, concurrently with the exercise of all or any portion of this Option, deliver to the Company his or her Investment Representation Statement in the form located at.
- 4. <u>Lock-Up Period</u>. Participant hereby agrees that Participant shall not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Stock (or other securities) of the Company or enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Common Stock (or other securities) of the Company held by Participant (other than those included in the registration) for a period specified by the representative of the underwriters of Common Stock (or other securities) of the Company not to exceed one hundred eighty (180) days following the effective date of any registration statement of the Company filed under the Securities Act.

Participant agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested by the Company or the representative of the underwriters of Common Stock (or other securities) of the Company, Participant shall provide, within ten (10) days of such request, such information as may be required by the Company or such representative in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period. Participant agrees that any transferee of the Option or shares acquired pursuant to the Option shall be bound by this Section.

#### 5. Payment of Exercise Price.

	a. Method of Payment. Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of the
Participant:	

(i) cash;

(ii) check;

(iii) consideration received by the Company under a formal cashless exercise procedure adopted by the Company in connection with the

Plan:

(iv) surrender of other Shares which, (i) in the case of Shares acquired from the Company, either directly or indirectly, have been owned by the Participant, and not subject to a substantial risk of forfeiture, for more than six (6) months on the date of surrender, and (ii) have a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the Exercised Shares; or

(v) such other manner as may be otherwise allowed by law and authorized by the Company.

## b. Limitations on Payment.

(i) Notwithstanding the foregoing, the Option may not be exercised by tender to the Company, or attestation to the ownership, of Shares to the extent such tender or attestation would constitute a violation of the provisions of any law, regulation or agreement restricting the redemption of the Company's stock. If required by the Company, the Option may not be exercised by tender to the Company, or attestation to the ownership, of Shares unless such shares either have been owned by the Participant for more than six (6) months or such other period, if any, required by the Company (and not used for another option exercise by attestation during such period) or were not acquired, directly or indirectly, from the Company.

(ii) A "Cashless Exercise" means the delivery of a properly executed notice together with irrevocable instructions to a broker in a form acceptable to the Company providing for the assignment to the Company of the proceeds of a sale or loan with respect to some or all of the Shares acquired upon the exercise of the Option pursuant to a program or procedure approved by the Company (including, without limitation, through an exercise complying with the provisions of Regulation T as promulgated from time to time by the Board of Governors of the Federal Reserve System). The Company reserves, at any and all times, the right, in the Company's sole and absolute discretion, to establish, decline to approve, or terminate any such program or procedure, including with respect to the Participant notwithstanding that such program or procedures may be available to others.

## 6. Restrictions on Exercise.

a. <u>Approval of Shareholders</u>. This Option may not be exercised until such time as the Plan has been approved by the shareholders of the Company.

b. No Violation of Law. The grant of the Option and the issuance of Shares upon exercise of the Option shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. The Option may not be exercised if the issuance of Shares upon exercise would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Shares may then be listed. In addition, the Option may not be exercised unless (i) a registration statement under the Securities Act shall at the time of exercise of the Option be in effect with respect to the shares issuable upon exercise of the Option or (ii) in the opinion of legal counsel to the Company, the shares issuable upon exercise of the Option may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. THE PARTICIPANT IS CAUTIONED THAT THE OPTION MAY NOT BE EXERCISED UNLESS THE FOREGOING CONDITIONS ARE SATISFIED. ACCORDINGLY, THE PARTICIPANT MAY NOT BE ABLE TO EXERCISE THE OPTION WHEN DESIRED EVEN THOUGH THE OPTION IS VESTED. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Option shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to the exercise of the Option, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

7. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant. The terms of the Plan and this Stock Option Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Participant.

#### 8. Term and Termination

- a. <u>Term of Option</u>. This Option may be exercised only within the term set out in Part I, and may be exercised during such term only in accordance with the Plan and the terms of this Option.
- b. <u>Option Exercisability</u>. The Option shall terminate immediately upon the Participant's termination of Service to the extent that it is then unvested and shall be exercisable after the Participant's termination of Service to the extent it is then vested only during the applicable time period as determined below and thereafter shall terminate.
- c. <u>Disability</u>. If the Participant's Service terminates because of the Disability of the Participant, the Option, to the extent unexercised and exercisable for Vested Shares on the date on which the Participant's Service terminated, may be exercised by the Participant (or the Participant's guardian or legal representative) at any time prior to the expiration of twelve (12) months after the date on which the Participant's Service terminated, but in any event no later than the Option Expiration Date.
- d. <u>Death</u>. If the Participant's Service terminates because of the death of the Participant, the Option, to the extent unexercised and exercisable for Vested Shares on the date on which the Participant's Service terminated, may be exercised by the Participant's legal representative or other person who acquired the right to exercise the Option by reason of the Participant's death at any time prior to the expiration of twelve (12) months after the date on which the Participant's Service terminated, but in any event no later than the Option Expiration Date. The Participant's Service shall be deemed to have terminated on account of death if the Participant dies within three (3) months after the Participant's termination of Service.
- e. <u>Termination for Cause</u>. Notwithstanding any other provision of this Option Agreement, if the Participant's Service is terminated for Cause, the Option shall terminate and cease to be exercisable immediately upon such termination of Service.
- f. Other Termination of Service. If the Participant's Service terminates for any reason, except Disability, death or Cause, the Option, to the extent unexercised and exercisable for Vested Shares by the Participant on the date on which the Participant's Service terminated, may be exercised by the Participant at any time prior to the expiration of three (3) months after the date on which the Participant's Service terminated, but in any event no later than the Option Expiration Date.
- g. Extension if Exercise Prevented by Law. Notwithstanding the foregoing other than termination for Cause, if the exercise of the Option within the applicable time periods set forth in this Section 8 is prevented by the provisions of Section 6(b), above, the Option shall remain exercisable until three (3) months after the date the Participant is notified by the Company that the Option is exercisable, but in any event no later than the Option Expiration Date.

. Extension if Participant Subject to Section 16(b). Notwithstanding the foregoing, if a sale within the applicable time periods set forth in this Section 8 of Shares acquired upon the exercise of the Option would subject the Participant to suit under Section 16(b) of the Exchange Act, the Option shall remain exercisable until the earliest to occur of (i) the tenth (10th) day following the date on which a sale of such shares by the Participant would no longer be subject to such suit, (ii) the one hundred and ninetieth (190th) day after the Participant's termination of Service, or (iii) the Option Expiration Date.

i. Other Termination. The Board may terminate or amend the Plan or the Option at any time; provided, however, that except as provided in Section 9 in connection with a Change in Control, no such termination or amendment may adversely affect the Option or any unexercised portion hereof without the consent of the Participant unless such termination or amendment is necessary to comply with any applicable law or government regulation. No amendment or addition to this Option Agreement shall be effective unless in writing. Notwithstanding any other provision of the Plan or this Agreement to the contrary, the Board may, in its sole and absolute discretion and without the consent of any participant, amend the Plan or any Option Agreement, to take effect retroactively or otherwise, as it deems necessary or advisable for the purpose of conforming the Plan or such Option Agreement to any present or future law, regulation or rule applicable to the Plan, including, but not limited to, Sections 422 and 409A of the Code.

9. Effect of Change in Control. In the event of a Change in Control, the surviving, continuing, successor, or purchasing entity or parent thereof, as the case may be (the "Acquiror"), may, without the consent of the Participant, assume or continue in full force and effect the Company's rights and obligations under the Option or any portion thereof or substitute for the Option or any portion thereof a substantially equivalent option for the Acquiror's stock. For purposes of this Section, the Option shall be deemed assumed if, following the Change in Control, the Option confers the right to receive, subject to the terms and conditions of the Plan and this Option Agreement, for each Share subject to the Option immediately prior to the Change in Control, the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a Share on the effective date of the Change in Control was entitled; provided, however, that if such consideration is not solely common stock of the Acquiror, the Board may, with the consent of the Acquiror, provide for the consideration to be received upon the exercise of the Option, for each Share subject to the Option, to consist solely of common stock of the Acquiror equal in Fair Market Value to the per share consideration received by holders of Shares pursuant to the Change in Control. In the event the Acquiror elects not to assume or continue the Company's rights and obligations under the Option or substitute for the Option in connection with the Change in Control, and provided that the Participant's Service has not terminated prior to such date, the Option shall be immediately exercisable and vested in full as of the date ten (10) days prior to the consummation of the Change in Control. Any exercise and vesting of the Option that was permissible solely by reason of this Section 9 shall be conditioned upon the consummation of the Change in Control. The Option shall terminate and cease to be outstanding effective as of the time of consummation of the Change in Control to the extent that the Option is neither assumed or continued by the Acquiror in connection with the Change in Control nor exercised as of the date of the Change in Control. Notwithstanding the foregoing, shares acquired upon exercise of the Option prior to the Change in Control and any consideration received pursuant to the Change in Control with respect to such shares shall continue to be subject to all applicable provisions of this Option Agreement except as otherwise provided herein.

10. <u>Adjustments for Changes in Capital Structure</u>. Subject to any required action by the stockholders of the Company, in the event of any change in the Shares effected without receipt of consideration by the Company, whether through merger, consolidation, reorganization, reincorporation, recapitalization, reclassification, stock dividend, stock split, reverse stock split, split-up, split-off, spin-off, combination of shares, exchange of shares, or similar change in the capital structure of the Company, or in the event of payment of a dividend or distribution to the stockholders of the Company in a form other than Shares (excepting normal cash dividends) that has a material effect on the Fair Market Value of shares of stock, appropriate and proportionate adjustments shall be made in the number, Exercise Price and kind of shares subject to the Option, in order to prevent dilution or enlargement of the Participant's rights under the Option. For purposes of the foregoing, conversion of any convertible securities of the Company shall not be treated as "effected without receipt of consideration by the Company." Any fractional share resulting from an adjustment pursuant to this Section shall be rounded down to the nearest whole number and the Exercise Price shall be rounded up to the nearest whole cent. In no event may the Exercise Price be decreased to an amount less than the par value, if any, of the stock subject to the Option. Such adjustments shall be determined by the Board, and its determination shall be final, binding and conclusive.

## 11. Tax Obligations.

- (a) <u>Withholding Taxes</u>. Participant agrees to make appropriate arrangements with the Company (or the Parent or Subsidiary employing or retaining Participant) for the satisfaction of all Federal, state, local, foreign income, and employment tax withholding requirements applicable to the Option exercise. Participant acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver the Shares if such withholding amounts are not delivered at the time of exercise.
- (b) <u>Notice of Disqualifying Disposition of ISO Shares</u>. If the Option granted to Participant herein is an ISO, and if Participant sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (i) the date two (2) years after the Grant Date, and (ii) the date one year after the date of exercise, the Participant shall immediately notify the Company in writing of such disposition. Participant agrees that Participant may be subject to income tax withholding by the Company on the compensation income recognized by the Participant.
- (c) <u>Fair Market Valuation</u>. Pursuant to Section 409A of the Internal Revenue Code of 1986, if the exercise price of the Option is less than the fair market value of the Company's Shares on the date of the Option grant, then the Participant will be subject to adverse tax consequences, including but not limited to tax on the issuance or vesting of the Option and a twenty percent (20%) penalty. In connection with the issuance of the Option, the Company has used commercially reasonable efforts to determine the fair market value of the Company's Shares as of the date of the Option grant. By accepting this Option, Participant is acknowledging and agreeing that the Company's valuation efforts might not be in compliance with certain safe-harbor valuation rules adopted by the Internal Revenue Service, and might otherwise be determined by the Internal Revenue Service to have resulted in an incorrect valuation of the Company's Shares. Participant hereby agrees to indemnify and hold Company harmless from all taxes, interest, penalties or other damages incurred by Participant as a result of Company's valuation of its Shares in connection with the grant of this Option that is later determined to be insufficient or incorrect.
  - 12. Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan, this Stock Option Agreement and the Shareholders Agreement (if applicable) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and Participant. This Agreement is governed by the internal substantive laws but not the choice of law rules of California.
  - 13. No Guarantee of Continued Service. PARTICIPANT AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUOUS SERVICE AT THE WILL OF THE COMPANY (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER). PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS PARTICIPANT MAINTAINS CONTINUOUS SERVICE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE PARTICIPANT'S RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE.

# Exhibit A

## **Location of Additional Documents**

Tigo Energy, Inc. - 2008 Stock Plan: located at:

Tigo Energy, Inc. - 2008 Stock Plan - Amendment: located at:

Tigo Energy, Inc. – Restricted Stock Purchase Agreement: located at:

Tigo Energy, Inc. – Exercise Notice: located at:

Tigo Energy, Inc. – Investment Representation Statement: located at:

# TIGO ENERGY, INC. 2018 STOCK PLAN STOCK OPTION AGREEMENT

Unless otherwise defined herein, the terms defined in the 2018 Stock Plan shall have the same defined meanings in this Stock Option Agreement.

Ī.	NOTICE	OF	STOCK	OPTION	GRANT

Participant: Address:	[Name]	<u> </u>
The undersigned Partici Agreement, as follows:	ipant has been granted an Option to purchase Stock of the	e Company, subject to the terms and conditions of the Plan and this Stock Option
	Grant Date:	[Grant Date]
	Vesting Commencement Date:	[Vesting Commence Date]
	Exercise Price per Share:	[Exercise Price]/Share
	Total Number of Option Shares:	[Option shares (#)]
	Total Exercise Price:	[Total Exercise Price]
	Type of Option:	[Type of Option]
	Term/Expiration Date	[Expiration Date]
Vesting Schedule:  [Vesting Schedule]		
Signatures:		
acknowledges receipt of all of the terms and pro prior to executing this C or interpretations of the	f a copy of the Plan and represents that he or she is familially visions thereof. Participant has reviewed the Plan and thi Option and fully understands all provisions of the Option.	terms and conditions set forth in II. Agreement, below; and (ii) Participant are with the terms and provisions thereof, and hereby accepts this Option subject to s Option in their entirety, has had an opportunity to obtain the advice of counsel Participant hereby agrees to accept as binding, conclusive and final all decisions a Plan or this Option. Participant further agrees to notify the Company upon any
PARTICIPANT		Tigo Energy, Inc.
Signature		By:
[Name] <u>Residence Address</u> :		420 Blossom Hill Road Los Gatos, CA 95032

# II. AGREEMENT

1. <u>Grant of Option</u>. The Company hereby grants to the Participant named in Part I of this Agreement (the "Participant"), an option (the "Option") to purchase the number of Option Shares set forth in Part I, at the exercise price per Share set forth in Part I (the "Exercise Price"), subject to the terms and conditions of the Plan, a copy of which is located at **[TO BE DETERMINED]** and **[TO BE DETERMINED]**, which Plan is incorporated herein by reference. In the event of a conflict between the terms and conditions of the Plan and this Stock Option Agreement, the terms and conditions of the Plan shall prevail.

If designated in Part I as an Incentive Stock Option ("<u>ISO</u>"), this Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code. Nevertheless, to the extent that it exceeds the \$100,000 rule of Section 422(d) of the Code, this Option shall be treated as a Nonstatutory Stock Option ("<u>NSO</u>").

2. Exercise of Option. This Option shall be exercisable during its term in accordance with the provisions of Section 5 of the Plan as follows:

#### (a) Right to Exercise.

- (i) Subject to Subsections 2(a)(ii) and 2(a)(iii) below, this Option shall be exercisable cumulatively according to the vesting schedule set forth in Part I. Alternatively, at the election of the Participant, this Option may be exercised in whole or in part at any time as to Shares that have not yet vested. Vested Shares shall not be subject to the Company's repurchase right (as set forth in the Restricted Stock Purchase Agreement, a copy of which is available at **[TO BE DETERMINED]**.
  - (ii) As a condition to exercising this Option for unvested Shares, the Participant shall execute the Restricted Stock Purchase Agreement.
- (iii) As a condition to exercising this Option for unvested Shares, the Company may require the Participant to become a party to the Company's then current Shareholders Agreement (the "Shareholders Agreement") by signing a joinder agreement thereto.
  - (iv) This Option may not be exercised for a fraction of a Share.
- (b) <u>Method of Exercise</u>. This Option shall be exercisable by delivery of an exercise notice in the form located at [TO BE DETERMINED] (the "<u>Exercise Notice</u>"), which shall state the election to exercise the Option, the number of Shares with respect to which the Option is being exercised, and such other representations and agreements as may be required by the Company. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares. This Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Exercise Price.

No Shares shall be issued pursuant to the exercise of an Option unless such issuance and such exercise comply with applicable laws. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Participant on the date on which the Option is exercised with respect to such Shares.

3. <u>Participant's Representations</u>. In the event the Shares have not been registered under the Securities Act of 1933, as amended (the "<u>Securities Act</u>"), at the time this Option is exercised, the Participant shall, if required by the Company, concurrently with the exercise of all or any portion of this Option, deliver to the Company his or her Investment Representation Statement in the form located at **[TO BE DETERMINED]**.

4. <u>Lock-Up Period</u>. Participant hereby agrees that Participant shall not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Stock (or other securities) of the Company or enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Common Stock (or other securities) of the Company held by Participant (other than those included in the registration) for a period specified by the representative of the underwriters of Common Stock (or other securities) of the Company not to exceed one hundred eighty (180) days following the effective date of any registration statement of the Company filed under the Securities Act.

Participant agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested by the Company or the representative of the underwriters of Common Stock (or other securities) of the Company, Participant shall provide, within ten (10) days of such request, such information as may be required by the Company or such representative in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period. Participant agrees that any transferee of the Option or shares acquired pursuant to the Option shall be bound by this Section.

### 5. Payment of Exercise Price.

- a. <u>Method of Payment</u>. Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of the Participant:
  - (i) cash;
  - (ii) check;
  - (iii) consideration received by the Company under a formal cashless exercise procedure adopted by the Company in connection with the

Plan;

- (iv) surrender of other Shares which, (i) in the case of Shares acquired from the Company, either directly or indirectly, have been owned by the Participant, and not subject to a substantial risk of forfeiture, for more than six (6) months on the date of surrender, and (ii) have a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the Exercised Shares; or
  - (v) such other manner as may be otherwise allowed by law and authorized by the Company.

## b. Limitations on Payment.

- (i) Notwithstanding the foregoing, the Option may not be exercised by tender to the Company, or attestation to the ownership, of Shares to the extent such tender or attestation would constitute a violation of the provisions of any law, regulation or agreement restricting the redemption of the Company's stock. If required by the Company, the Option may not be exercised by tender to the Company, or attestation to the ownership, of Shares unless such shares either have been owned by the Participant for more than six (6) months or such other period, if any, required by the Company (and not used for another option exercise by attestation during such period) or were not acquired, directly or indirectly, from the Company.
- (ii) A "Cashless Exercise" means the delivery of a properly executed notice together with irrevocable instructions to a broker in a form acceptable to the Company providing for the assignment to the Company of the proceeds of a sale or loan with respect to some or all of the Shares acquired upon the exercise of the Option pursuant to a program or procedure approved by the Company (including, without limitation, through an exercise complying with the provisions of Regulation T as promulgated from time to time by the Board of Governors of the Federal Reserve System). The Company reserves, at any and all times, the right, in the Company's sole and absolute discretion, to establish, decline to approve, or terminate any such program or procedure, including with respect to the Participant notwithstanding that such program or procedures may be available to others.

## 6. Restrictions on Exercise.

- a. <u>Approval of Shareholders</u>. This Option may not be exercised until such time as the Plan has been approved by the shareholders of the Company.
- b. No Violation of Law. The grant of the Option and the issuance of Shares upon exercise of the Option shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. The Option may not be exercised if the issuance of Shares upon exercise would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Shares may then be listed. In addition, the Option may not be exercised unless (i) a registration statement under the Securities Act shall at the time of exercise of the Option be in effect with respect to the shares issuable upon exercise of the Option or (ii) in the opinion of legal counsel to the Company, the shares issuable upon exercise of the Option may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. THE PARTICIPANT IS CAUTIONED THAT THE OPTION MAY NOT BE EXERCISED UNLESS THE FOREGOING CONDITIONS ARE SATISFIED. ACCORDINGLY, THE PARTICIPANT MAY NOT BE ABLE TO EXERCISE THE OPTION WHEN DESIRED EVEN THOUGH THE OPTION IS VESTED. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Option shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to the exercise of the Option, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

7. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant. The terms of the Plan and this Stock Option Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Participant.

#### 8. Term and Termination

- a. <u>Term of Option</u>. This Option may be exercised only within the term set out in Part I, and may be exercised during such term only in accordance with the Plan and the terms of this Option.
- b. <u>Option Exercisability</u>. The Option shall terminate immediately upon the Participant's termination of Service to the extent that it is then unvested and shall be exercisable after the Participant's termination of Service to the extent it is then vested only during the applicable time period as determined below and thereafter shall terminate.
- c. <u>Disability</u>. If the Participant's Service terminates because of the Disability of the Participant, the Option, to the extent unexercised and exercisable for Vested Shares on the date on which the Participant's Service terminated, may be exercised by the Participant (or the Participant's guardian or legal representative) at any time prior to the expiration of twelve (12) months after the date on which the Participant's Service terminated, but in any event no later than the Option Expiration Date.
- d. <u>Death</u>. If the Participant's Service terminates because of the death of the Participant, the Option, to the extent unexercised and exercisable for Vested Shares on the date on which the Participant's Service terminated, may be exercised by the Participant's legal representative or other person who acquired the right to exercise the Option by reason of the Participant's death at any time prior to the expiration of twelve (12) months after the date on which the Participant's Service terminated, but in any event no later than the Option Expiration Date. The Participant's Service shall be deemed to have terminated on account of death if the Participant dies within three (3) months after the Participant's termination of Service.
- e. <u>Termination for Cause</u>. Notwithstanding any other provision of this Option Agreement, if the Participant's Service is terminated for Cause, the Option shall terminate and cease to be exercisable immediately upon such termination of Service.
- f. Other Termination of Service. If the Participant's Service terminates for any reason, except Disability, death or Cause, the Option, to the extent unexercised and exercisable for Vested Shares by the Participant on the date on which the Participant's Service terminated, may be exercised by the Participant at any time prior to the expiration of three (3) months after the date on which the Participant's Service terminated, but in any event no later than the Option Expiration Date.
- g. Extension if Exercise Prevented by Law. Notwithstanding the foregoing other than termination for Cause, if the exercise of the Option within the applicable time periods set forth in this Section 8 is prevented by the provisions of Section 6(b), above, the Option shall remain exercisable until three (3) months after the date the Participant is notified by the Company that the Option is exercisable, but in any event no later than the Option Expiration Date.
- . Extension if Participant Subject to Section 16(b). Notwithstanding the foregoing, if a sale within the applicable time periods set forth in this Section 8 of Shares acquired upon the exercise of the Option would subject the Participant to suit under Section 16(b) of the Exchange Act, the Option shall remain exercisable until the earliest to occur of (i) the tenth (10th) day following the date on which a sale of such shares by the Participant would no longer be subject to such suit, (ii) the one hundred and ninetieth (190th) day after the Participant's termination of Service, or (iii) the Option Expiration Date.

- i. Other Termination. The Board may terminate or amend the Plan or the Option at any time; provided, however, that except as provided in Section 9 in connection with a Change in Control, no such termination or amendment may adversely affect the Option or any unexercised portion hereof without the consent of the Participant unless such termination or amendment is necessary to comply with any applicable law or government regulation. No amendment or addition to this Option Agreement shall be effective unless in writing. Notwithstanding any other provision of the Plan or this Agreement to the contrary, the Board may, in its sole and absolute discretion and without the consent of any participant, amend the Plan or any Option Agreement, to take effect retroactively or otherwise, as it deems necessary or advisable for the purpose of conforming the Plan or such Option Agreement to any present or future law, regulation or rule applicable to the Plan, including, but not limited to, Sections 422 and 409A of the Code.
- 9. Effect of Change in Control. In the event of a Change in Control, the surviving, continuing, successor, or purchasing entity or parent thereof, as the case may be (the "Acquiror"), may, without the consent of the Participant, assume or continue in full force and effect the Company's rights and obligations under the Option or any portion thereof or substitute for the Option or any portion thereof a substantially equivalent option for the Acquiror's stock. For purposes of this Section, the Option shall be deemed assumed if, following the Change in Control, the Option confers the right to receive, subject to the terms and conditions of the Plan and this Option Agreement, for each Share subject to the Option immediately prior to the Change in Control, the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a Share on the effective date of the Change in Control was entitled; provided, however, that if such consideration is not solely common stock of the Acquiror, the Board may, with the consent of the Acquiror, provide for the consideration to be received upon the exercise of the Option, for each Share subject to the Option, to consist solely of common stock of the Acquiror equal in Fair Market Value to the per share consideration received by holders of Shares pursuant to the Change in Control. In the event the Acquiror elects not to assume or continue the Company's rights and obligations under the Option or substitute for the Option in connection with the Change in Control, and provided that the Participant's Service has not terminated prior to such date, the Option shall be immediately exercisable and vested in full as of the date ten (10) days prior to the consummation of the Change in Control. Any exercise and vesting of the Option that was permissible solely by reason of this Section 9 shall be conditioned upon the consummation of the Change in Control. The Option shall terminate and cease to be outstanding effective as of the time of consummation of the Change in Control to the extent that the Option is neither assumed or continued by the Acquiror in connection with the Change in Control nor exercised as of the date of the Change in Control. Notwithstanding the foregoing, shares acquired upon exercise of the Option prior to the Change in Control and any consideration received pursuant to the Change in Control with respect to such shares shall continue to be subject to all applicable provisions of this Option Agreement except as otherwise provided herein.
- 10. <u>Adjustments for Changes in Capital Structure</u>. Subject to any required action by the stockholders of the Company, in the event of any change in the Shares effected without receipt of consideration by the Company, whether through merger, consolidation, reorganization, reincorporation, recapitalization, reclassification, stock dividend, stock split, reverse stock split, split-up, split-off, spin-off, combination of shares, exchange of shares, or similar change in the capital structure of the Company, or in the event of payment of a dividend or distribution to the stockholders of the Company in a form other than Shares (excepting normal cash dividends) that has a material effect on the Fair Market Value of shares of stock, appropriate and proportionate adjustments shall be made in the number, Exercise Price and kind of shares subject to the Option, in order to prevent dilution or enlargement of the Participant's rights under the Option. For purposes of the foregoing, conversion of any convertible securities of the Company shall not be treated as "effected without receipt of consideration by the Company." Any fractional share resulting from an adjustment pursuant to this Section shall be rounded down to the nearest whole number and the Exercise Price shall be rounded up to the nearest whole cent. In no event may the Exercise Price be decreased to an amount less than the par value, if any, of the stock subject to the Option. Such adjustments shall be determined by the Board, and its determination shall be final, binding and conclusive.

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- (a) <u>Withholding Taxes</u>. Participant agrees to make appropriate arrangements with the Company (or the Parent or Subsidiary employing or retaining Participant) for the satisfaction of all Federal, state, local, foreign income, and employment tax withholding requirements applicable to the Option exercise. Participant acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver the Shares if such withholding amounts are not delivered at the time of exercise.
- (b) <u>Notice of Disqualifying Disposition of ISO Shares</u>. If the Option granted to Participant herein is an ISO, and if Participant sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (i) the date two (2) years after the Grant Date, and (ii) the date one year after the date of exercise, the Participant shall immediately notify the Company in writing of such disposition. Participant agrees that Participant may be subject to income tax withholding by the Company on the compensation income recognized by the Participant.
- (c) <u>Fair Market Valuation</u>. Pursuant to Section 409A of the Internal Revenue Code of 1986, if the exercise price of the Option is less than the fair market value of the Company's Shares on the date of the Option grant, then the Participant will be subject to adverse tax consequences, including but not limited to tax on the issuance or vesting of the Option and a twenty percent (20%) penalty. In connection with the issuance of the Option, the Company has used commercially reasonable efforts to determine the fair market value of the Company's Shares as of the date of the Option grant. By accepting this Option, Participant is acknowledging and agreeing that the Company's valuation efforts might not be in compliance with certain safe-harbor valuation rules adopted by the Internal Revenue Service, and might otherwise be determined by the Internal Revenue Service to have resulted in an incorrect valuation of the Company's Shares. Participant hereby agrees to indemnify and hold Company harmless from all taxes, interest, penalties or other damages incurred by Participant as a result of Company's valuation of its Shares in connection with the grant of this Option that is later determined to be insufficient or incorrect.
  - 12. Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan, this Stock Option Agreement and the Shareholders Agreement (if applicable) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and Participant. This Agreement is governed by the internal substantive laws but not the choice of law rules of California.
  - 13. No Guarantee of Continued Service. PARTICIPANT AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUOUS SERVICE AT THE WILL OF THE COMPANY (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER). PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS PARTICIPANT MAINTAINS CONTINUOUS SERVICE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE PARTICIPANT'S RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE.

# Exhibit A

## **Location of Additional Documents**

Tigo Energy, Inc. - 2018 Stock Plan: located at:

# [TO BE DETERMINED]

Tigo Energy, Inc. – Restricted Stock Purchase Agreement: located at:

# [TO BE DETERMINED]

Tigo Energy, Inc. – Exercise Notice: located at:

# [TO BE DETERMINED]

Tigo Energy, Inc. – Investment Representation Statement: located at:

# [TO BE DETERMINED]

# JOINT FILING AGREEMENT

In accordance with the requirements of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, and subject to the limitations set forth therein, the parties set forth below agree to jointly file the Schedule 13D to which this joint filing agreement is attached, and any subsequent amendments thereto, and have duly executed this joint filing agreement as of the date set forth below.

**Date**: June 2, 2023

ZVI ALON

By: /s/ Zvi Alon

Name: Zvi Alon

ALON VENTURES, LLC

By: /s/ Zvi Alon
Name: Zvi Alon
Title: Co-Manager

THE ZVI AND RICKI ALON TRUST U/A/D JUNE 29,

2017

By: /s/ Zvi Alon

Name: Zvi Alon
Title: Trustee