

**CITY OF GREENSBORO
GUILFORD COUNTY, NORTH CAROLINA
AGREEMENT FOR INSTALLATION AND MAINTENANCE OF ELECTRIC VEHICLE
CHARGING STATION**

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement" and/or "License") made this ____ day of March, 2014, by and between City of Greensboro, Guilford County, North Carolina, (hereinafter "**Licensor**") and Riding Partners, Inc. d/b/a BrightfieldTS ("BrightfieldTS"), with its principal place of business at 87 Shope Road, Asheville, NC 28805 (hereinafter "**Licensee**");

WITNESSETH:

Upon the terms and conditions hereinafter set forth, **Licensor** hereby grants unto **Licensee** and **Licensee** does hereby accept as a **Licensee** of **Licensor** such property of **Licensor's** located at 323 Greene St, as more particularly described and shown on Exhibit "A," attached hereto and incorporated herein by reference, (hereinafter "Premises") as shall be necessary for the construction and maintenance of equipment pursuant to the Terms and Conditions set forth herein:

I. TERMS AND PAYMENTS:

A. Use of Licensed Premises

Licensor for the term set forth herein and subject to the terms and conditions of this License, hereby grant to Licensee permission to use the Premises as described in Exhibit A herein, for the installation of equipment necessary for the operation of a solar powered electric vehicle charging station, and/or stand-alone electric vehicle chargers and/or solar array such equipment and accessories as set forth on Exhibit "B" (hereinafter "Equipment"). **All Equipment and improvements shall hereinafter collectively be referred to as "Licensee Facilities."** The Licensee shall install the Licensee's Facilities solely for the purpose of operating a solar powered electric vehicle charging station. Licensee's facilities shall be located in the license area as set forth in the attached Exhibit "A" and shall be constructed in accordance with all relevant building codes and regulations. All Exhibits referenced herein are attached hereto and incorporated herein by reference. In the event the Licensor determines a better use for the Premises, Licensor may elect to relocate the Equipment to a new location ("New Location") upon approval by both Parties, both Parties agree that approval shall not be unreasonably withheld. The New Location shall be similar in visibility, user access, solar exposure and shall have equal or higher projected utilization. The Licensor shall be responsible for all costs associated with the removal and site restoration of the original site along with, relocation and installation at the New Location, including, but not limited to, design, engineering, permitting, interconnection, construction, commissioning and all processing costs.

B. Term

The term of this License shall be for a period of ten (10) years (the "**term**") commencing from the first day of _____, 201__ (the "commencement date") and will terminate at 11:59 p.m. on the anniversary of the commencement date, provided that Licensee is not in default of any of its obligations set forth herein.

If Licensee shall remain in possession of the Premises at the expiration of this License without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this License.

C. License Fee

1. Rental: The License Fee is \$1.00 per year. All payments shall be made directly to City of Greensboro and these payments shall be exclusive of charges of the furnishing of any utilities such as, but not limited to, electricity, gas, water, sewer or telephone.
2. In-Kind Service: During the 1st year of this Agreement, Licensors fleet and employee vehicles will have the ability to utilize the equipment for a vehicle charge event at 50% discount off of the standard charging rate. After year 1 of the Agreement and for each year thereafter, City of Greensboro fleet and employee vehicles will have the option to utilize the equipment at a discounted rate of 20% discount off of the standard charging rate. This value will be provided on an annual basis by BrightfieldTS and will be based on industry trends and statewide polling.
3. Licensee shall have a separate electric meter to measure Licensee's electric consumption and Licensee shall pay directly to the public utility company for the installation of the meter and for any electricity used by Licensee's Equipment.

II. INSTALLATION MAINTENANCE AND ACCESS

A. Additional Fees

1. All costs directly or indirectly associated with the installation of the Licensee Facilities are the sole responsibility of Licensee.

B. Prerequisites to Installation

1. Prior to the installation of the Licensee Facilities on the Premises, Licensee shall submit detailed engineering plans and specifications of the planned installation to the Licensors. Upon approval of the plans and specifications, the Licensee shall provide the Licensors with at least ten (10) days' notice of the actual installation of the Licensee's Facilities. Licensee shall use its best efforts to follow an installation schedule which will limit interference with the larger parking area as well as the ability to use the parking spaces within the license area.
2. Prior to the installation of any of the Licensee's Facilities on the Premises, Licensee shall, at Licensee's sole cost and expense provide the Licensors with copies of any and all permits for the installation.
3. Prior to the installation of any of the Licensee's Facilities on the Premises, or entry onto the Premises, Licensee shall provide the Licensors with Certificates of Insurance as required by Section III of this License.
4. Signage: Licensee will be permitted to place signage for the electric vehicle charging station as shown on Exhibit C attached hereto. No additional signage will be permitted without the express approval of the Licensors. Notwithstanding anything contained herein, all signs must be professionally made, approved by Licensors prior to display, such approval not to be unreasonably withheld, and must comply with applicable governmental regulations. It shall be responsibility of Licensee to obtain local permits for signage and to ensure such signage is

authorized under local ordinances. All signs that do not have prior approval by Licensor will be removed at the sole cost of Licensee.

C. Maintenance

1. All installation and other work to be performed by Licensee hereunder shall be done in such a manner so as not to interfere with, delay, or impose any additional expense upon Licensor in maintaining the Premises. In no event will Licensor be required to consent to any installation or other work by Licensee which would negatively impact any part of the Premises or any adjoining property of Licensor.
2. Licensee shall maintain its Licensee's Facilities in proper operating condition and within industry accepted safety standards and such other standards as may be adopted by the federal government from time to time. Licensor assumes no responsibility for the licensing, operation and or maintenance of the Licensee's Facilities.

D. Permits and Compliance

1. The Licensee's Facilities and installation, operation and maintenance of such must be in compliance with all federal, state and local laws, including but not limited to local zoning requirements. It shall adhere to reasonable technical industry standards.
2. The Licensee shall at all times in good faith, use its best efforts to obtain licenses, permits and approvals necessary for the installation or operation of the Licensee's facilities, at Licensee's sole expense. Licensor, to the extent it can legally do so, will cooperate with Licensee in obtaining necessary permits.
3. Notwithstanding the obligations of the Licensee, Licensor shall maintain in good condition and repair the parking lot and Premises.

E. Access, Authorized Personnel and Limits on Exclusivity of Space Use

1. Licensee shall have a non-exclusive right to access the premises for ingress and egress purposes. In the event an additional right of way or easement is required by Licensee for such access, Licensee shall negotiate the right of way or easement separate from this License and all costs associated with obtaining the right of way or easement shall be borne entirely by Licensee.
2. Licensee and its authorized personnel shall have reasonable access to the Premises twenty-four (24) hours a day, seven (7) days a week, for the purposes of routine and emergency maintenance of the Licensee's Facilities.
3. At present, it is recognized that there is strong demand for parking during the normal business hours at the Premises. Therefore, during the initial 2 years of the license Agreement, parking in the 8 spaces adjacent to the electric vehicle station will be open use and non-exclusive. In year 3 of the license Agreement, it is contemplated that there will be an increased demand for designated access for these spaces, as electric vehicle parking only. Licensee and Licensor agree that beginning in year 3 of this Agreement, 1 of the 8 spaces to be designated as "Electric Vehicle Parking Only" at the point that there are 50 such vehicles registered in

Guilford County. Designating additional parking spaces of any equipment owned and operated by licensee will be reviewed each additional year of the license agreement.

III. LIABILITY AND CONDEMNATION

A. Insurance

1. Licensee shall provide a certificate of insurance prior to the commencement of this License evidencing coverage in the limits and amounts shown below. All certificates of insurance for general liability shall show City of Greensboro as an additional named insured.

General Liability \$1,000,000.00

Automobile Liability \$500,000.00

(combined single limit; hired and non-owned coverage)

2. Licensee shall require its contractors/subcontractors, prior to commencing any installation, repair or maintenance work on the premises to provide the Licensors a certificate of insurance evidencing like coverages and limits as described above.
3. During the term of this License and any renewals thereof, the Licensee shall provide to the Licensors, upon the anniversary date of this License, a certificate of insurance evidencing the coverage in the amounts shown above. All certificates issued on behalf of the Licensee to the Licensors shall require no less than thirty (30) days prior written notice to the Licensors as to the termination, lapse, or reduction in coverage.
4. The failure of the Licensee to maintain any of the coverage or meet any of the required conditions of this License shall constitute a default. Upon such default, the Licensors shall have the option of obtaining and maintaining such coverage as set forth in Section III (A) (1) herein and shall have the right of reimbursement from the Licensee for the cost of said coverage, or shall have the option of terminating this License upon thirty (30) days written notice to the Licensee.

B. Indemnification

1. Licensee agrees to indemnify, defend and hold Licensors harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Licensors occurring during the term of this License, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Premises arising from:

(i) any work or act done in, on or about the Premises or any part thereof, including the installation, use, maintenance, repair or removal of the Licensee Facilities, at the direction of Licensee, its agents, contractors, subcontracts, servants, employees, Licensees or invitees, except if such work or act is done or performed by Licensors or its agents or employee.

(ii) any negligence (including gross or ordinary negligence), any willful or wanton act or omission or any or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees;

- (iii) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the negligence or willful misconduct of Licensors, its employees or agents; and
 - (iv) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this License on its part to be performed or complied with.
2. Licensors agrees to indemnify, defend and hold Licensee harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Licensee occurring during the term of this License arising from:
- (i) any negligence (including gross or ordinary negligence), any willful or wanton act or omission or any or other wrongful act or omission on the part of Licensors or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees;
 - (ii) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, to the extent caused by the gross negligence or willful misconduct of Licensee, its employees or agents; and
 - (iii) any failure on the part of Licensors to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this License on its part to be performed or complied with.
3. The above referenced language shall not be construed as waiving any defense or limitation which either party may have against any claim or cause of action by any person not a party to this Agreement. Nor shall said language be construed as waiving any defense either party may have against each other to the defense of governmental immunity. Provided, however, the indemnification language contained hereinabove, is entered into only to the extent it is currently authorized by North Carolina law and does not violate nor contravene state or local laws as it relates to either party, individually, or jointly.

C. Casualty

In case of damage to the Premises or those portions of the Premises which are essential to the operation of the Licensee Facilities, Licensee may, at its expense, cause the damage to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies, Governmental Regulations, and for delays beyond the control of Licensors, including a "force majeure". Licensors shall not be obligated to repair, restore, or rebuild any of Licensee's personal property, including but not limited to the Licensee Facilities. Licensors shall not be liable for any inconvenience or annoyance to Licensee or injury to Licensee's business resulting in any way from such damage or the repair thereof for the time that Premises are rendered unusable for Licensee's intended purpose, the base rent shall proportionately abate. In the event the damage shall involve the Premises generally and shall be so extensive that Licensors shall decide, at its sole discretion, not to repair or rebuild the Premises, this License shall, at the sole option of Licensors, exercisable by written notice to Licensee given within thirty (30) days after Licensors is notified of or otherwise becomes aware of the occurrence of the casualty, be terminated as of the date of such casualty, and the base rent, taking into account any abatement as aforesaid, shall be

adjusted to the termination date and Licensee shall thereupon promptly vacate the Parking Lot and the Premises.

D. Condemnation of Premises

In the event that any government, public body, or other condemning authority shall take, or if Licenser shall transfer in lieu of such taking, all or such part of the Premises thereby making it physically or financially infeasible for the Premises to be used in the manner intended by this License, Licensee shall have the right to terminate this License effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately. However, if only a portion of the Premises is taken, Licenser shall upon consultation with Licensee determine whether the License should remain operative, giving either Party the right to terminate upon 120 days notice of the intent to terminate.

V. HAZARDOUS SUBSTANCES

Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within any Premises in violation of any law or regulation. Licenser represents, warrants and agrees (1) that neither Licenser nor, to Licenser's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Premises in violation of any law or regulation, except as disclosed herein, and (2) that Licenser will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. As used in this paragraph, "**Hazardous Material**" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal state or local law, statute, rule, regulation or order (including any Governmental Requirements, as hereafter defined) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. "**Governmental Requirements**" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property.

This Section shall survive the termination of this License.

VI. OTHER TERMS AND CONDITIONS

A. Special Event

If Licensee desires to host a special event or demonstration event onsite for the EV station, Licensee will need to coordinate that permission through the City of Greensboro Special Events Office.

B. Assignment and Subleasing

Licensee shall not transfer or assign all or any interest in this License without the prior written consent of Licenser, which consent shall not be unreasonably withheld or delayed.

C. Taxes and Assessments

Licensee shall pay any taxes, assessments, charges, fees or licenses attributable to its use of the Premises, including any increase in real property taxes and any use, occupancy, and/or personal property taxes.

D. Mechanics Liens

Licensee shall not suffer or permit any mechanic's, laborer's, or materialman's lien to be filed against the Premises by reason or work, labor, services, of materials requested and supplies claimed to have been requested by Licensee; and if such lien shall at any time be so filed, within fifteen (15) days after notice of the filing thereof, Licensee shall cause it to be cancelled and discharged of record. In the event Licensee does not cause such lien to be cancelled and discharged of record, Licensor may terminate this License and proceed in accordance with applicable law.

E. Fixtures and Removal

Licensor covenants that except in the event that it exercises the Option to Purchase described in Section VII. A. below, all personal property and improvements of every kind and nature installed, constructed, or placed by Licensee on the Premises, shall be and remain the property of Licensee despite any default or termination of this License and may be removed by Licensee provided that Licensee, at its expense, shall restore the Premises to its condition as of the commencement date of the License reasonable wear and tear excepted.

F. Removal of the Licensee Facilities Upon Expiration or Termination

Unless Licensor exercises the Option to Purchase described in Section VII. A. below, upon the expiration of the term of this License or the termination hereof, whichever first occurs, Licensee shall have the option of removing all of the Licensee Facilities or conveying the Licensee Facilities to Licensor. In the event Licensee elects to remove the Facilities, Licensee shall restore the Premises to its condition as of the Commencement Date of this License, reasonable wear and tear excepted. Any and all removal of Licensee's equipment shall be performed in a workmanlike manner, without any interference, damage or destruction to any other equipment, structures or operations at the Site or any other equipment of other Licensees thereon.

G. Amendments.

This Agreement may be amended in a writing signed by both parties. As to amendments that the Licensor deems substantial, including any amendment affecting the term of this Agreement or the License Fee, approval by the _____ may be required. As to other amendments, the _____ may approve.

VII. EXPIRATION/TERMINATION OF LICENSE

A. Option to Purchase

1. Beginning in year eleven (11) of this Agreement and/or upon expiration of the initial term of this Agreement, the Licensor shall, pursuant to and consistent with the terms of this Agreement, have the option to purchase Licensee's Facilities at Fair Market Value (the "FMV").
2. Fair Market Value shall be determined by an appraiser or CPA. The cost of determining the FMV shall be that of the Licensor. In the event of a dispute regarding the appraisal, Licensee shall have

appraisal completed and the average of the two appraisals shall serve as the FMV. Licensors may exercise this option at any time after the expiration of the initial term.

3. If licensor elects not to purchase as in 7A1, Licensee shall have the option to renew this License for one (1) additional and successive five-year term (the "renewal term") by giving the Licensor written notice of intent to do so at least thirty (30) days prior to the end of the then current term and said renewal term shall be upon the same terms and conditions set forth in the License.

B. Termination

In the event of default as described in Section VII. E. below, Licensor may, at its option, terminate this License upon written notice to Licensee. Except where a different time is set forth elsewhere herein, said notice shall be thirty (30) days.

C. Holding Over

Should Licensee hold possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Licensee will become a Licensee on a month-to-month basis upon all the terms, covenants, and conditions of this License except those pertaining to the License term. Licensee will continue occupancy from month-to-month until terminated by Licensor or Licensee by the giving of thirty (30) days' written notice to the other. Nothing contained herein shall grant Licensee the right to holdover after the term of this License has expired.

D. Non-Waiver

Failure of Licensor to insist on strict performance of any of the conditions or provisions of this License or to exercise any of the rights hereunder shall not waive such rights.

E. EVENT OF DEFAULT

It shall be an **Event of Default** if any one or more of the following events shall occur:

1. Licensee shall default in the payment when due of any Rent or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within ten (10) days after written notice thereof from the Licensor (provided, however, that the Licensor shall not be required to provide such notice with respect to more than two payments required during any calendar year during the term hereof); or
2. Licensee shall default in the performance of any other of the terms, conditions or covenants contained in this License to be performed or observed by Licensee, other than that specified in (1) above, and Licensee does not remedy such default within thirty (30) days after written notice thereof or, if such default cannot be remedied in such period, Licensee does not commence such efforts to remedy the default within twenty (20) days after such notice and continue to pursue such efforts and/or acts to completion with reasonable diligence.
3. In the event Licensor shall fail to keep or perform any of the terms, conditions or covenants contained in this License to be performed or observed by Licensor, and Licensor does not remedy such failure within thirty (30) days after written notice thereof is given to Licensor,

Licensee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.

4. Notwithstanding anything in this License to the contrary, Licensee and Licensor hereby waive any claim that each may have against the other party with respect to any consequential damage or lost profits.

VIII. MISCELLANEOUS

A. Notice

1. The parties hereby acknowledge that all written notices relative to this License shall be served upon the parties in writing and shall be deemed properly served only when delivered by one of the following methods: hand delivered, overnight courier, or posted by certified United States mail, return receipt requested, addressed to the party to whom directed at the following addresses or at such other addresses as may be from time to time designated in writing:

To Licensor: _____

To Licensee: Riding Partners, Inc.
c/o/ Matthew Johnson, President
87 Shope Road
Asheville, NC 28805

B. Governing Law

This License shall be governed by and construed in accordance with the laws of the State North Carolina. All rights and remedies of Licensor under this License shall be cumulative and none shall exclude any other rights or remedies allowed by law or by equity.

C. Severability

Should any provision or provisions contained in this License be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.

D. Entirety

This License contains the entire Agreement of the parties and may not be modified, except by an instrument in writing and signed by both parties.

City of Greensboro

Attest: _____

By: _____

(Official Seal)

Date: _____

Attest:

(Corporate Seal)

RIDING PARTNERS, INC.

By: _____

Matthew Johnson
President, Riding Partners, Inc.

Date: _____

Exhibit A
Copy of SURVEY outlining the area of construction and license area

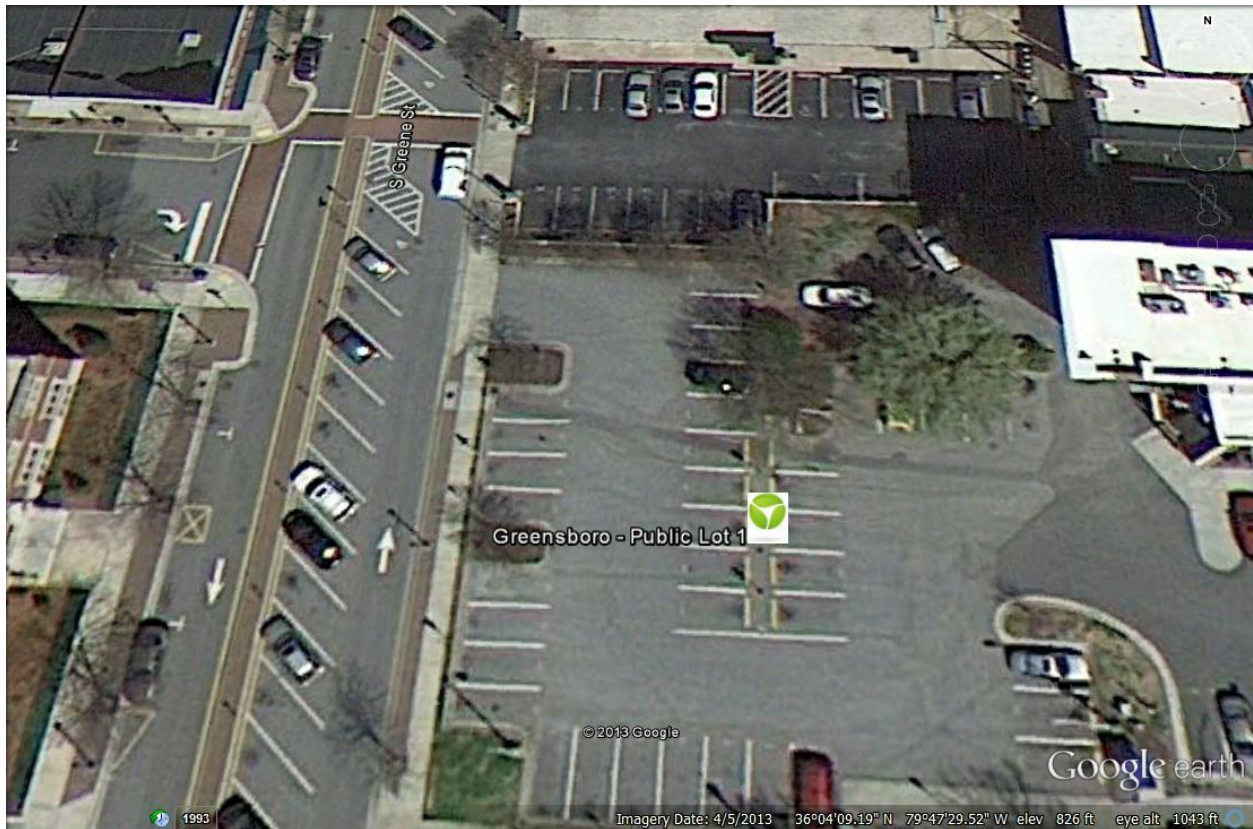
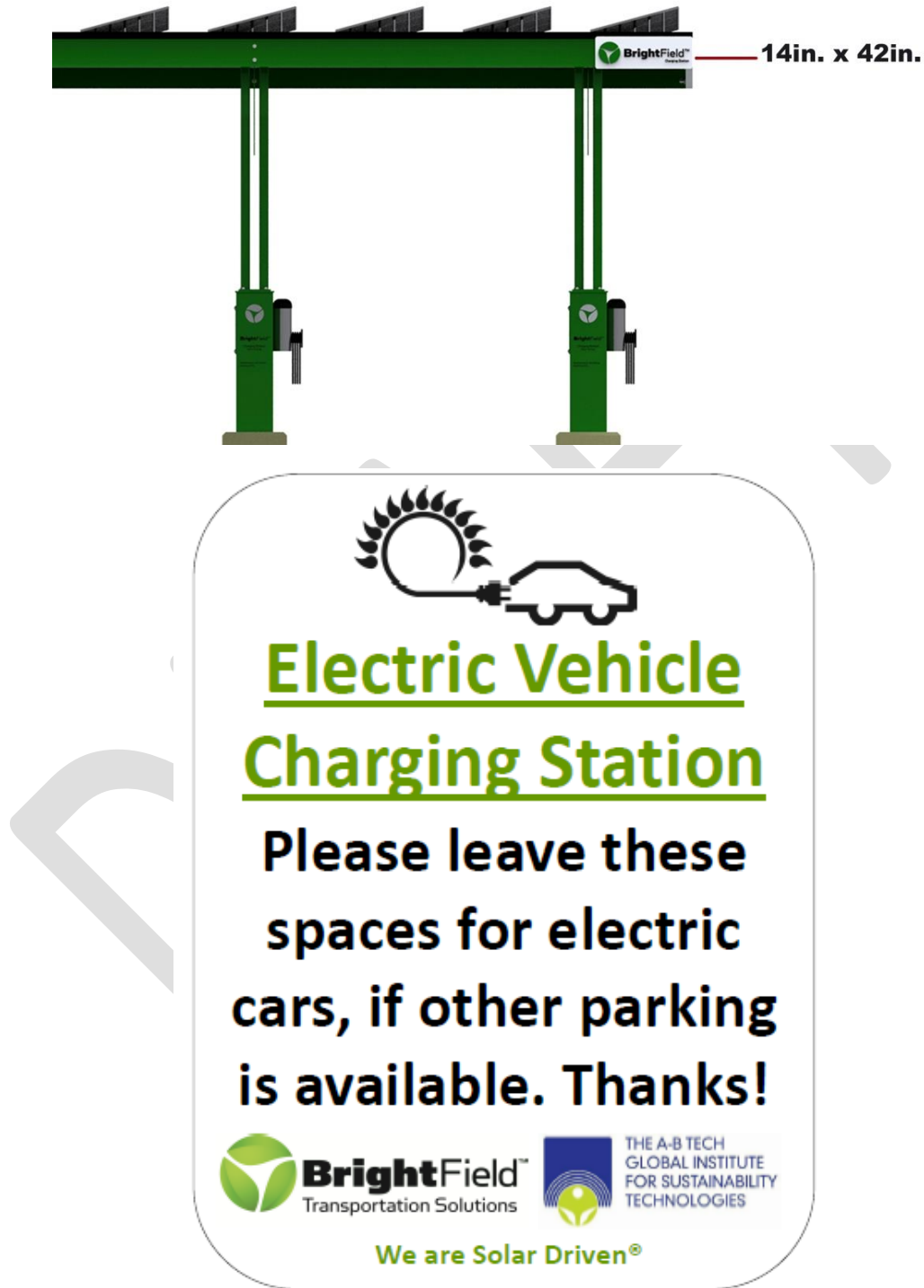


Exhibit B Equipment
List and description of equipment for installation

Elm-Greene Parking Lot

- 1 Brightfield T3 Solar Canopy
- Two (2) Networked ChargePoint Level 2 Chargers
- 1- Fuji 25KW DC Fast Charger
- Appropriate metering

Exhibit C
Signage



Sample of sign to be placed on station trunk.