

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is entered into on this 5th day of February, 2020 (the "Effective Date") by and between the City of Richland, a Washington municipal corporation with service at 625 Swift Boulevard, Richland WA 99352 ("Licensor"), and Zeco Systems, Inc., a Delaware corporation doing business as Greenlots, with service at 767 S. Alameda St., Suite 200, Los Angeles, CA 90021 ("Licensee").

WHEREAS, Licensee is a private company in the business of manufacturing, operation and maintenance of electric vehicle ("EV") charging stations and related infrastructure in the State of Washington; and

WHEREAS, Licensor is the fee owner of 2700 Duportail Street, Richland, Washington, Parcel ID No. 1-1698-402-0002-002 ("Property"); and

WHEREAS, the purpose of this License is to set forth the terms and conditions applicable for the access and use of a portion of the Property described in **Exhibit A** (the "Premises") for the installation, siting, operation, and maintenance of one EV direct current (DC) fast charging station and one Level 2 charging station with supporting equipment (together, the "Charge Station"), as depicted in **Exhibit A**, for and on behalf of the Licensee at the Property and upon the Premises, all in accordance with the General Guidelines set forth in **Exhibit A and B**, which are Licensee's preferred guidelines. Licensee has inspected and accepted, as is, the proposed site and agrees it meets the preferred guidelines. In addition, Licensee shall have the right to add, modify, or change equipment as necessary as determined in Licensee's sole discretion to maintain and operate the electric vehicle charging facilities.

NOW, THEREFORE, in consideration of these premises and of the mutual promises herein contained, Licensee and Licensor hereby agree as follows:

1. Licensed Area. The parties have agreed that the Charge Station shall be sited at the Premises in a location mutually agreed upon by the parties. Licensor, in consideration of the sum of one dollar (\$1.00) per year paid to Licensor as provided in Section 1.A., the receipt and sufficiency of which is hereby acknowledged, and of the promises hereinafter set forth, grants to the Licensee the right and license to the Premises to construct, reconstruct, install, re-install, operate, access, maintain, repair and remove at Licensee's own cost and expense, the Charge Station, including concrete jackets and conduits, hand holes, manholes, transformer vault sites, underground power and communications lines, metering and monitoring equipment, poles, guys, anchors, underground wire lines, and such other appliances and equipment as may be necessary for the transmission and distribution of electricity or communications, including all service lines emanating from the Licensee's transformer, to be used for light and power and/or communications and control circuits. Licensee shall further have the right (but not the obligation) to, with prior approval from Licensor (which shall not be unreasonably withheld), trim, keep trimmed, remove, and control any trees and vegetation in the way of its lines or equipment. Licensor grants Licensee and its authorized personnel a right of entry upon the Property 24 hours a day, 7 days per week during the Term to run concurrent with this License to access the Premises for the aforesaid purposes, including to install and maintain the Charge Station, handholds, manholes, and underground lines on the Premises ("Equipment and Lines"). The Premises shall include at least three (3) regular parking stalls, or one (1) regular parking stall (18'L x 8' W) and one (1) van accessible parking stall (18'L x 16'W) dedicated to Charging Station use and an area within the Premises at the front of the parking stalls for the charge station and other necessary equipment. Licensor shall not be liable for any damage to the Charge Station or the Equipment and Lines unless such damage is caused by the Licensor, its agents, contractors, or subcontractors. Licensor has full right, title and authority to enter into this License and grant the rights to Licensee granted hereunder, and Licensor shall not be in violation of any of its contractual obligations to any other party, including any

lender, by entering into this License. Licensor reserves the right to renegotiate the terms, size, cost and scope of the Premises if licensee exercises its right in section 11 to transfer ownership to a third party.

2. Non-exclusive Use. Licensee's use of the Premises, including charging parking stalls, shall be on a non-exclusive basis except for the Charge Station and Equipment and Lines. Notwithstanding the foregoing, the charging parking stalls shall be reserved for use with the Charge Station. Licensor reserves the right to enter the Premises for any reason at any time.

3. Term.

A. The initial term ("Initial Term") of this License shall commence on the Effective Date and terminate on January 1, 2025 ("Expiration Date"), subject to extension as provided herein below.

B. The Licensee shall have the option to extend this License ("Extension Option") for one (1) additional five-year term ("Option Term"), which option shall be conditioned upon the following:

(1) The rights to the Extension Option shall be personal to the originally named Licensee and may be exercised only by the originally named Licensee in writing.

(2) Licensee shall not be in default when it exercises its option.

(3) If Licensee properly exercises the Extension Option and all conditions set forth in this section are satisfied, the Term shall be extended for the Option Term. Licensee's exercise of the Extension Option is irrevocable.

C. Licensee must give Licensor written notice of Licensee's exercise of its Extension Option at least ninety (90) days prior to the Expiration Date. If Licensee fails to deliver timely notice, Licensee shall be deemed to have elected not to exercise the Extension Option.

D. During any Option Term, the terms of the License shall be consistent with the terms stated herein, except as mutually agreed upon by Licensor and Licensee.

E. At the end of the Option Term, the parties may agree to extend the License. Any such extension of the License shall continue upon substantially similar terms and conditions as the initial term, unless otherwise agreed to by the parties. Neither party is obligated to agree to an extension.

4. Use; Energy Storage, Solar and Other Services. Licensee intends to use, and Licensor agrees that Licensee and its authorized personnel shall be permitted to use the Premises for the installation, construction, operation, maintenance, repair, testing, and replacement of substantially the same Charge Station and other Equipment and Lines approved by the Licensor. Licensor acknowledges and agrees that the Charge Station and associated charging stalls will be made available and shall be accessible for use by the general public for EV charging. Licensee shall obtain, at Licensee's expense, any licenses and permits required for Licensee's use of the Premises from all applicable government or regulatory entities. Licensor will not hinder the public's unrestricted 24-hour access to the Premises except for occasions when Licensor determines, in Licensor's sole discretion, to temporarily limit access to the Premises for emergency conditions or to perform maintenance activities on its adjoining property. Licensor agrees to allow Licensee to measure, monitor and analyze Licensor's energy consumption and utility bills to determine suitability for installation of the Charge Station and other Equipment and Lines and related energy management services, and agrees to provide access to Licensee to any meters or other devices installed on or about the Premise for such purpose. This is a one-time measurement and analysis of the electric bill to determine suitability of installing the Charge Station and other Equipment and Lines, and optional energy storage system.

5. Revenue. Licensee shall collect and own any revenue generated from and shall be responsible for any costs incurred by the Charge Station during the term of this License.

6. Access. Licensor agrees that Licensee and its authorized personnel shall have access to the Premises for the purpose of installing, constructing, operating, maintaining, repairing, testing, and replacing, or causing the installation, construction, operation, maintenance, repair, testing, and replacement of the Charge Station, Equipment and Lines, and access to the areas of the Property where Licensee's conduit, wires, cables and other connecting equipment are located for the purpose of installing, constructing, operating, maintaining, repairing, testing, and replacing, or causing the installation, construction, operation, maintenance, repair, testing, and replacement of same, and to such areas of the Property as may be necessary to maintain Licensee's equipment, such access to be 24 hours per day, seven days per week for emergencies and during normal business hours for routine maintenance and inspection visits; provided that Licensee shall provide Licensor notice at least seven (7) days prior to any routine maintenance, repair or construction unless an emergency.

Following execution of this License, Licensor will permit Licensee or its employees, contractors and other authorized personnel access to the Premises in advance of the Term for the purpose of conducting surveys and inspections to confirm appropriate conditions exist for Licensee's intended use of the Premises, provided Licensee shall repair any damage caused to the Premises, if any by any surveys or inspections. If, upon completion of such inspections or surveys, Licensee determines that a particular Premises is not suitable for the purposes contemplated by this License, notwithstanding anything to the contrary stated in this License, Licensee shall have the option, at its election, to not proceed with the services on that particular Premises. Exercise by Licensee of such option with respect to a particular Premises shall not affect the validity of any License between Licensor and Licensee with respect to any other properties.

7. Construction. During construction and installation of the Charging Station and supporting Equipment and Lines, Licensor shall provide a suitable staging area for Licensee and its contractors, the location of which shall be determined in the sole discretion of Licensor, to store material, equipment and tools on the Property ("Staging Area"). Licensee shall be responsible for providing the container or "job box" to be used for storage in the Staging Area. All material, equipment and tools in the Staging Area shall be stored in the "job box" and shall not be visible by the public when not in use. Licensor shall also allow Licensee to erect temporary barriers as necessary to ensure the safety of tenants, visitors, and other personnel who shall be on the Premises or in the Staging Area and other reasonably related construction activities during the Construction Term. All construction shall be completed lien-free and in compliance with all applicable laws and ordinances.

8. Utilities. Licensee will install a new dedicated electrical service to the Charge Station from the existing transformer on the Property and will be the account holder of the separately metered service. Licensee will be responsible for ongoing account costs, including customer service fees and electrical consumption costs until the end of the Term and while it remains owner of the Charge Station.

9. Hazardous Materials. Licensor represents that to the best of Licensor's knowledge after due inquiry, there is and has been no unlawful existence or release of any substance on the Premises that is identified as Hazardous Materials (as defined below). Licensee shall not use, generate, manufacture, treat, handle, refine, produce, process, store, discharge, release, dispose of or allow to exist on, under or above the Premises, any flammable explosives, radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substance," "hazardous wastes," "hazardous materials," or "toxic substances" (collectively, "Hazardous Materials") under any federal, state or local laws, ordinances or regulations, now or hereafter in effect, relating to environmental conditions,

industrial hygiene or Hazardous Materials on, under or about the Premises and improvements thereon, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 6901, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, and any state and local laws and ordinances and the regulations now or hereafter adopted, published and or promulgated with respect to Hazardous Materials (collectively, the "Hazardous Materials Laws"). Licensee shall not cause the Premises or the Property to be in violation of any Hazardous Materials Laws. Licensee shall inform Licensor if Licensee suspects the existence of Hazardous Materials on the Premises or the Property. Licensee shall immediately advise Licensor in writing of (a) any and all enforcement, clean up, removal, mitigation, or other governmental or regulatory action instituted, contemplated or threatened pursuant to any Hazardous Materials Laws affecting the Premises or the Property, (b) all claims made or threatened by any third party against Licensee, Licensor or the Premises or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials or violation of or compliance with any Hazardous Materials Laws, and (c) Licensee's discovery of any occurrence or condition on the Premises or Property or any real property adjoining or in the vicinity of the Premises which could subject Licensor, Licensee or the Premises to any restrictions on ownership, occupancy, transferability or use of the Premises or Property under any Hazardous Materials Laws. To the extent permitted by law, Licensee shall indemnify, defend and hold harmless Licensor, its directors, officers, employees, agents, successors and assigns from and against, any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to Licensee's use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under or about the Premises or Property, including, without limitation: (i) all foreseeable and unforeseeable consequential damages; (ii) all fines which may be imposed and all costs of any required or necessary repair, clean up or detoxification of the Premises or Property, and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by Licensor in connection with clauses (i) and (ii), including, without limitation, reasonable attorneys' fees. Prior to the surrender, expiration or termination of this license, Licensee, shall (A) remediate and clean-up any contamination, spills or leakages upon the Premises or Property caused by Licensee so as to render the Premises or Property and improvements in compliance with all applicable Hazardous Materials Laws, and (B) provide Licensor with a written certification (dated no earlier than the date Licensee fully vacates the Premises) that clause (A) has been satisfied and that, to the knowledge of the Licensee, there exists no known violation of any Hazardous Material Laws caused by the Licensee pertaining to the Premises or Property. All of the agreements and obligations of Licensee under this paragraph shall survive, and shall continue to be binding upon Licensee notwithstanding, the termination, expiration or surrender of this License. Notwithstanding the above, Licensor acknowledges that Licensee is not liable or responsible in any way for any Hazardous Materials that exist on the Premises or Property as of the Effective Date of this License.

10. Indemnity. Licensee shall defend, indemnify and hold harmless Licensor and its employees, officers, directors and agents from and against any actions, suits, damages, losses, liabilities, claims, costs or expenses, including but not limited to reasonable attorneys' fees and costs or damage to Licensor based on such claims (collectively, "Losses"), arising out of or alleged to arise out of or in connection with the Licensee's (or anyone acting under its direction or control or in its behalf, including subcontractors) negligence or otherwise wrongful act or omission, or Licensee's breach of any of the terms of this License, except to the extent such injury or damage is caused by the negligence or willful misconduct of Licensor, its employees, officers, directors, or agents. Licensor, as operator of a consumer-owned electric utility, will use reasonable diligence to provide a regular and uninterrupted supply of current, but in case the supply of current should be interrupted, disturbed or irregular for any cause, Licensor shall not be liable

for personal injuries or property damage or any damage whatsoever resulting therefrom, nor will such failure constitute a breach of this Agreement. If Licensee is not installing the Charge Station and Equipment and Lines on the Premises itself, Licensee shall cause the installer to indemnify, defend and hold Licensor harmless from and against any and all Losses, to the extent arising from or alleged to arise from the installation of the Charge Station and Equipment and Lines. Licensor shall indemnify, defend and hold Licensee harmless from and against any and all Losses to the extent such Losses arise out of or in connection with Licensor's breach of its obligations hereunder.

11. Ownership.

A. The Charge Station shall be and remain personal property belonging to Licensee, and the same may be removed by Licensee at any time during the Term or Extended Term upon ten (10) days prior written notice to Licensor.

B. If Licensee decides not to or is unable to extend its ownership and operation of the Charge Station, and if the Charge Station is not transferred to a third-party, Licensee shall remove the Charge Station at no cost to Licensor and restore the Premises and the Property to its original condition prior to the commencement of this License, reasonable wear and tear excepted.

C. If the Charge Station is not transferred to a third-party as provided in this Section, the Charge Station may remain on the Premises for a period no greater than ninety (90) days after the expiration or earlier termination of this License, or other period mutually agreed upon by the parties, during which time the Licensee shall have access rights to the Premises and other areas on the Property reasonably necessary to remove the Charge Station and restore the Premises as provided in this License. If ninety (90) days is not sufficient for removal and restoration, Licensee may request for an extension and the parties shall in good faith negotiate to extend the removal period.

12. Reserved.

13. Termination.

A. If at any time during the term of this License, Licensee no longer needs to locate the Charge Station within the Premises, Licensee may terminate this License by providing at least thirty (30) days written notice to Licensor of its intention to terminate the License; provided that Licensee shall remove the Charge Station and equipment in accordance with Section 11 above.

B. Either party shall have the right to terminate this License if the other party shall fail to observe or perform any covenant to be observed and performed under this License and any such default shall continue for thirty (30) days after written notice to cure the default has been given.

(1) In the event of a termination by Licensee, Licensee may at once re-enter the Premises and thereupon take possession of the Charge Station and related equipment at Licensee's sole cost and expense.

(2) In the event of such termination by Licensor, Licensor may demand that Licensee remove, or cause removal of the Charge Station and related equipment. In the event that Licensee shall fail to promptly remove the Charge Station and related equipment within ninety (90) days of written demand, Licensor may cause the removal of the same. Licensee will pay all costs and expenses incurred in removing the Charge Station and related equipment and restoring the Premises and the Property to its condition at the commencement of this License, reasonable wear and tear excepted.

C. Licensee shall have the right to terminate this License prior to the indicated term end date if so ordered by the State of Washington Utilities and Transportation Commission (“Commission”). Upon such termination by Licensee, subject to Commission approval, the Licensor shall have the option of taking over ownership and operation of the Charge Station and related equipment, upon terms mutually agreeable to the parties. If the Commission does not approve transfer of ownership, or if the Licensor chooses not to acquire the Charge Station or Equipment and Lines, the Licensee shall remove the Charge Station in accordance with Section 11.E., above, and restore the Premises and the Property, as applicable, to its condition at the commencement of this License, reasonable wear and tear excepted, at no cost to Licensor.

14. Relocation of the Licensed Area. In the event Licensor decides to redevelop the Property and such redevelopment would impact the Premises and Licensee’s use of the Premises, Licensor shall provide the option of relocating to another area on the Property, similar to the Premises in size and accessibility by the public and such area shall replace the existing Premises under this License. Licensee shall have one hundred twenty (120) days to exercise this relocation option. In the event Licensee exercises the relocation option, Licensee shall cooperate with such relocation and Licensor shall pay all costs associated with such relocation. In the event Licensee does not exercise the relocation option, Licensee shall have the right to terminate this License and Licensee may take possession of the Charge Station and Equipment and Lines and other supporting apparatus and remove any equipment and restore the Premises and the Property, as applicable, in accordance with Section 13.B(1).

15. Condemnation. If at any time any portion of the Premises shall be condemned or taken by any governmental authority, the Licensee shall have the right to claim and recover from the condemning authority, but not from the Licensor, such compensation for the damages to the Licensee’s license and right of way and the appliances and equipment owned by, installed and used in connection with this License, which shall be payable to the Licensee.

16. Insurance and Subrogation. Licensee and all subcontractors of Licensee working on Premises or supporting Equipment and Lines shall acquire and maintain in effect, throughout the term of this License, insurance coverage as follows: General Liability with minimum limits of \$2,000,000 per occurrence and \$2,000,000 General Aggregate/\$2,000,000 Products and Completed Operations Aggregate for bodily injury, personal injury, property damage, contractual liability, and completed operations; Automobile Liability with “Any Auto” coverage with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident; Workers’ Compensation as required by law and Employer’s Liability with minimum limits of \$1,000,000 each Accident and Disease. All such insurance shall be maintained with an insurance company or companies as reasonably acceptable to Licensor, and Licensee shall immediately provide written notice of its intention to cancel or modify the policy or policies. The above General Liability policy and Automobile Liability policy shall include Licensor, employees, officers, directors, and agents as additional insureds. Licensee shall provide Licensor with certificates evidencing the required insurance prior to commencement of this license. Licensee’s insurance will be deemed primary and noncontributory in the event of loss or damage in accordance with their obligations under this license and shall provide a waiver of subrogation in favor of Licensor. Licensor and Licensee hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party’s insurance company shall have a subrogated claim against the other.

17. Notices.

A. Whenever one Party is required or permitted to give a notice, communication or consent to the other Party under this License, such notice, communication or consent will be in writing

unless otherwise specifically provided herein and will be deemed given when delivered by hand, one (1) day after being given to an express courier with a reliable system for tracking delivery, or five (5) days after the day of mailing, when mailed by United States mail or registered or certified mail, return receipt requested, postage prepaid.

B. Notifications will be addressed as follows:

In the case of Licensor:

with a copy to:

VIA U.S. Mail

Parks & Public Facilities Director
625 Swift Blvd. MS-13
Richland, WA 99352
(509) 942-7578

VIA U.S. Mail

City Attorney
625 Swift Blvd. MS-07
Richland, WA 99352
(509) 942-7385

Overnight Mail or Hand Delivery
same as above

Overnight Mail or Hand Delivery
same as above

In the case of Licensee:

Via U.S. Mail

Zeco Systems Inc. D/B/A Greenlots
767 S Alameda St.
Suite 200,
Los Angeles, CA 90021
Attention: Site Operations

Via Overnight Mail or Hand Delivery
same as above

Either Party hereto may from time to time change its address for notification purposes by giving the other prior written notice of the new address and the date upon which it will become effective.

18. Signage; Marketing. Licensor shall allow Licensee to install mutually agreeable signage for the Charge Station at the Premises subject to compliance with local sign code regulations. Notwithstanding Section 12 herein, Licensor and Licensee may promote the location of the Charge Station site for educational and marketing purposes. Nothing in this License grants either party any rights to use the name of the other party, or any variation thereof, in any advertising, publicity or promotion, without the other party's prior written consent. In the event a promotional campaign is launched by Licensee in the geographical market where the Premises is located, Licensor agrees to participate in the program as managed by Licensee or its designee; provided that Licensor's participation will not interfere with Licensor's operations or require Licensor to incur any cost. Licensee is solely responsible for all marketing program costs.

19. Ownership of Data. Licensor agrees that Licensee shall own all data produced and retained by Licensee associated with the Charge Station during the Term, including, but not limited to, all charging session information and all user-related information. Upon request, Licensee will provide Licensor with access to data detailing charging sessions per month and analytics showing usage of percentage of out-of-town users, if available. Licensor acknowledges and agrees that Licensee may publish one or more technical reports on the Charge Station project that shall be publicly available. Licensor will not own or retain records related to Licensee's Charge Station usage.

20. Parties. This License shall inure to the benefit of and be binding upon Licensor, Licensee, their respective heirs, legal representatives, permitted successors, successors in trust and permitted assigns.

21. Amendment. No revision of this License shall be valid unless made in writing and signed by the duly authorized parties hereto.

22. Assignment. Licensee shall not be able to transfer or assign its rights or responsibilities under this License without the prior written approval of Licensor, which approval shall not be unreasonably withheld, except that Licensee may assign this License to an affiliate or successor by merger, acquisition or stock or asset sale, subject to the terms of this License, upon prior written notice to Licensor. Licensor shall have the right to assign or transfer this License without the consent of Licensee, but upon prior written notice to Licensee provided that, should Licensor, at any time during the term of this License, sell or transfer all of the Property or any portion of the Property which includes the Premises to a third party, such sale or transfer shall be subject to the License and Licensee's rights hereunder and the rights of Licensee in the Premises.

23. Coordination. Licensee shall have the right to perform, with its own employees or by other contractors, all work related to this License, and Licensee shall coordinate its activity with Licensor.

24. No Joint Venture. This License shall not be construed as constituting either party as partner, joint venture or fiduciary of the other party or to create any other form of legal association that would impose liability upon one party for the act or failure to act of the other party, or as providing either party with the right, power or authority (express or implied) to create any duty or obligation of the other party.

25. Attorneys' Fees and Costs. If there is a dispute between the parties and either party institutes a lawsuit, arbitration, mediation, or other proceeding to enforce, declare, or interpret the terms of this License, the prevailing party shall be awarded its reasonable attorneys' fees and costs.

26. No Waiver. The failure at any time of either party to enforce any of the provisions of this License, or to require at any time performance by the other party of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions, nor in any way construed to affect the validity of this License or any part hereof, or the right of any party thereafter to enforce each and every such provision.

27. Severability of Provisions. In the event a court or other tribunal of competent jurisdiction at any time holds that any provision of this License is invalid, the remainder of this License shall not be affected thereby and shall continue in full force and effect.

28. Taxes. Taxes specifically assessed against the Charging Station and Equipment and Lines or provision of charging services (collectively "EV Taxes") shall be the responsibility of the Licensee. If any EV Taxes are assessed to the Licensor, Licensor shall promptly upon receipt deliver copies of any assessments or other bills received, and provide copies of the same to Licensee, who shall remit payment thereof directly to the appropriate taxing authority.

29. Governing Law/Applicable Forum. This License is made under and shall be governed by the laws of the State of Washington. In the event of any controversy or claim arising out of or relating to this License, the parties hereto shall first attempt to settle the dispute by mediation, administered by the American Arbitration Association under its Mediation Rules. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. The place of arbitration shall be Richland, Washington. Washington law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any

court having jurisdiction thereof. The non-prevailing party in any binding arbitration shall be required to pay the arbitration costs of the prevailing party.

30. Paragraph Headings. Paragraph headings used herein are for convenience only, and do not limit the scope or meaning of the provisions hereof or otherwise affect the construction thereof.

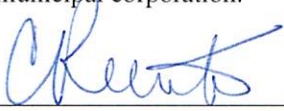
31. Entire Agreement. This License constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all oral and written agreements and understandings made and entered into by the parties hereto prior to the date hereof with respect to such subject matter.

32. Counterparts. The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, binding all parties notwithstanding that all of the parties are not signatory to the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document. The parties agree that the person or company recording or arranging for the recordation of this instrument is authorized to complete any blanks contained in this instrument with the applicable number of pages, dates, and recordation information, whether before or after this instrument has been notarized by a notary public, and in no event shall completion of any such blanks be deemed an alteration of this instrument by means of the insertion of new content.

IN WITNESS WHEREOF the undersigned have executed this instrument as of the day and year first above mentioned.

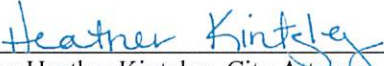
[Signature Page to Follow]

City of Richland – Licensor
 a Washington municipal corporation.



By: Cynthia D. Reents, City Manager

Approved as to Form:




By: Heather Kintzley, City Attorney

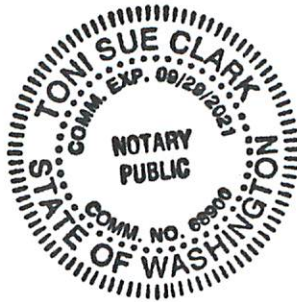
STATE OF WASHINGTON)
) ss.
 COUNTY OF BENTON)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Cynthia D. Reents, Richland City Manager**, known to me to be the same person whose name is subscribed to the foregoing **License Agreement**, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act on behalf of the City of Richland for the uses and purposes therein stated.

Given under my hand and seal this 5th day of February, 2020.



Notary Public
 Residing at: Kennewick, WA
 My commission expires 09/29/2021



Zeco Systems Inc. D/B/A Greenlots – Licensee


 By: Jeff Tolnar
 Its: Chief Revenue officer

By: _____
 Its: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing **License Agreement**, appeared before me this day in person and acknowledged that, pursuant to his/her authority, s/he signed the said Agreement as his/her free and voluntary act on behalf of the **Zeco Systems Inc. D/B/A Greenlots** for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2020.

Notary Public _____
 Residing at: _____
 My commission expires _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Los Angeles) ss.
 On 02-05-2020 before me, J. R. Atlas, Notary Public,
 personally appeared Jeff Tolnar
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) were subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



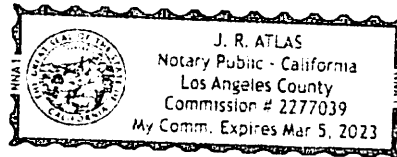


EXHIBIT "A"

PROJECT AND PREMISES

Location address: 2700 Duportail Street, Richland, WA 99352.

Location description: Three regular sized parking stalls, not to exceed a total of 18'L x 24'W and a concrete pad directly in front of said stalls, not to exceed 5'W x 14'L. These stalls are located in the southeast corner of the parking lot closest to Queensgate Drive.

Illustrations to follow:

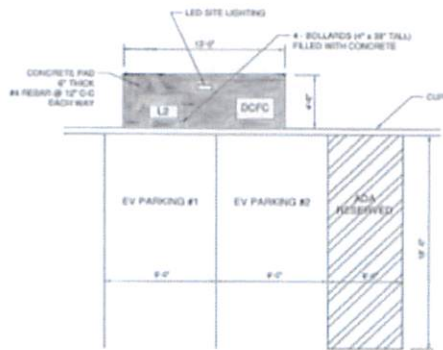


EXHIBIT A (continued)

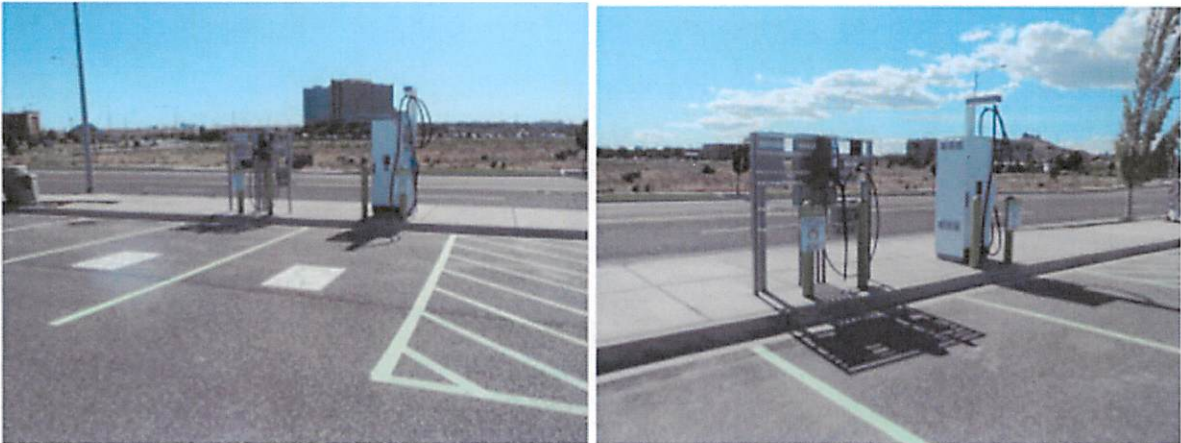


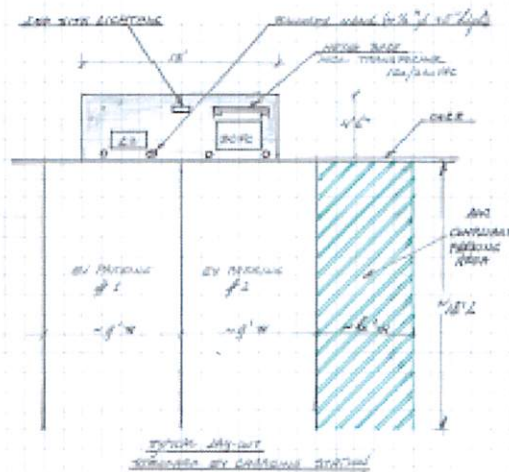
EXHIBIT A (continued)

Technical Description Standard Charging Station for Energy Northwest – WSDOT Projects

The standard charging stations installed for Washington Department of Transportation (WSDOT) for its Electric Vehicle Initiative Pilot Program (EVIPP) are equipped with an AC (Level 2) charger and DC (Level 3) fast charger. The stations are grid-tied with a 3-phase 208/277/480 VAC connection.

The installed charging stations will comply with section II.B Project Requirements, particularly section II.B.6 Charging Equipment Requirements of the WSDOT EVIPP grant application and contract. Each charging stations will be equipped as required in WSDOT EVIPP grant contract:

- The standard EV charging station will have two (2) parking stalls. Below the illustration of the typical plan layout of the charging station. One parking stall is equipped with a pedestal Efacec QC45 50kW DC fast charger (CHAdeMo and CCS Combo connectors). See attached specifications of the Efacec DCFC.
- At the other parking stall an EVBox 7.4kW Level 2 charger, with one J1772 connector will be installed. See attached specifications sheet of the EVBox L2 charger.
- A concrete pad of approximately 4'6" x 13'x5" (WxLxH) will be poured after placing required PVC conduits. The DCFC and Level 2 charging equipment is placed on the concrete pad.
- All stations are wireless networked on the backend of Greenlots for monitoring and billing functionality, using the open source communication network Open Charge Point Protocol (OCPP software version 1.6 or later).
- The operator of the charging station will have remote diagnostic and the ability to remote start the equipment.
- A LED site lighting is installed centrally on the concrete pad with a minimum of 0.2 footcandles measured horizontally at the surface.
- All electric vehicle charging equipment will be UL certified.
- All stations will have a 2" PVC stub-out for future 480VAC, 4-wire 125kW connection. Stub-out will be with pull rope and capped.
- See next pages for the typical One-line diagram and Meter base panel layout and installation.



Technical Description Standard DCFC Charging Station (WSDOT- Energy Northwest)

Page 1 of 1

Drawing above is for illustrative purpose only. Actual site layout is subject to change upon mutual agreement of Licensor and Licensee.

EXHIBIT A (continued)

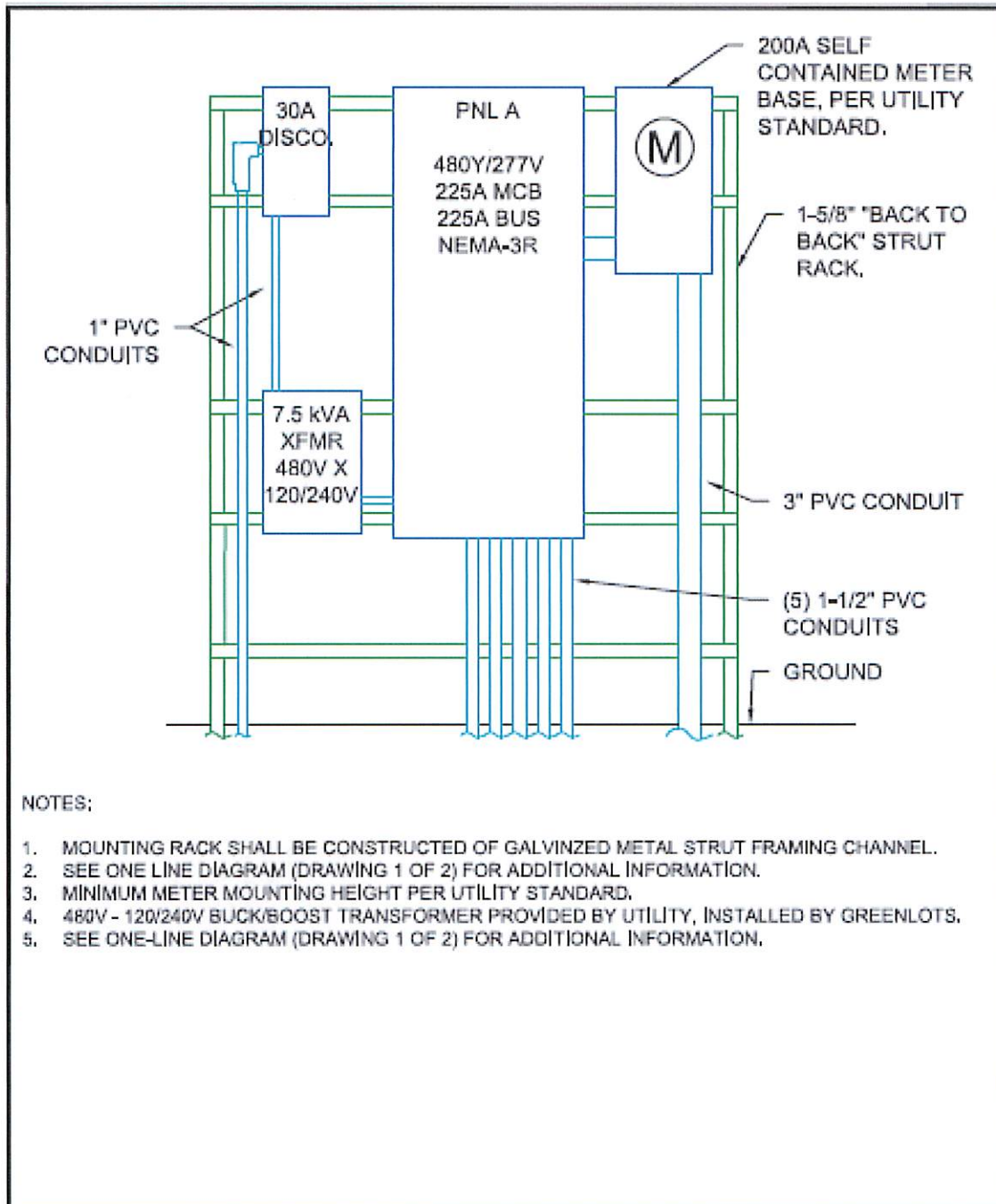


EXHIBIT B

GENERAL GUIDELINES

Quick Charger Siting

1. Visibility, the Quick Charger must be clearly visible in the parking lot from at least one of the parking lot entrances.
2. At least one dedicated parking space per Quick Charger. Space shall be marked with signage, stenciling, striping and curb painting to denote EV Parking.
3. Marked space for the Quick Charger shall not be reachable by existing Level 1 or Level 2 EVSEs.
4. Installation must abide by all manufacturers requirements e.g. foundation, anchoring and clearances.
5. Installation shall comply with all applicable laws and regulations.

Hardscape/Landscape

1. Concrete and asphalt shall be restored to preconstruction conditions and match existing conditions. Boring, when practical, is preferred over trenching for aesthetic reasons.
2. Plants, trees and shrubs removed for construction shall be boxed, stored, maintained and replanted. Grassy surfaces shall be restored to pre-existing condition.
3. Special care shall be taken to investigate existing irrigation lines to avoid damage during construction. Relocate sprinkler lines around foundations in lieu of under foundations. When complete, verify and confirm sprinkler heads do not spray water onto any portion of the Quick Charger or cause water to puddle on the foundation.
4. When the Quick Charger concrete pad is placed on grass, an effort to landscape the immediate area consistent with the site's landscaping features, should be made.

Site Lighting

1. Consider and evaluate the existing lighting conditions for the selected location. Basic guidelines call for no less than 0.2 footcandles measured horizontally at the surface.

Stenciling & Striping

1. Each EV space shall be designated utilizing the stencil option provided.
2. See parking space layouts for curb painting and line striping requirements.

Equipment Protection

1. Quick Charger shall be protected by use of bollards. See side elevations for bollard placement.
2. Bollards shall be covered, not painted. See sourcing page of this Guideline for detail. If Site Host requires bollard covers to match existing Site Host's colors, please advise Nissan as early as possible.

Signage

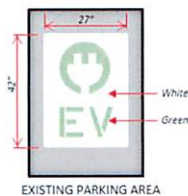
1. Every EV parking space shall have one sign installed. See supplemental guidelines for layouts of preferred sign post locations.

Electrical Infrastructure

1. At a minimum, each Quick Charger installation will require a Safety Switch installed per NEC when utilizing an existing Site Host power source. Some installations will require a Utility connection. Every effort should be used to ensure all electrical components are installed in a neat and workmanlike manner. Electrical control devices shall not be installed within 25' of the Quick Charger (when power supply is greater than 25') so as not to obstruct or detract from the Quick Charger yet remain compliant with NEC.

1

SPECIFIED PRODUCTS: DETAILS & SOURCING



STENCIL DETAIL

1. EV STENCIL
2. HITT COMPANIES
3. CATALOG #ST-ELECTRIC627
4. CONTACT: LUPE CASTILLO
714-979-1405 X 110
5. REFERENCE "NISSAN"

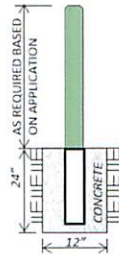
SIGN CHANNEL POST

1. GALVANIZED ONLY
2. LENGTH AS DETERMINED BY APPLICATION
3. CONTACT: LUPE CASTILLO
714-979-1405 X 110



SIGNAGE
Size 12" x 18"

1. EV SIGN
2. HITT COMPANIES
3. SKU-ST-3165-RA-LIME-GREEN
4. CONTACT: LUPE CASTILLO
714-979-1405 X 110
5. REFERENCE "NISSAN"



BOLLARD DETAIL

1. BOLLARDS ARE 4" GRC CONCRETE FILLED
2. BOLLARD COVERS COLOR: GOSPACE GREEN
3. IDEAL SHIELD CATALOG #G49-7016-M
4. CONTACT: CALLAN KRIEG 313-551-2268
5. REFERENCE "NISSAN" / "GOSPACE GREEN"



ADA COMPLIANT
HATCH DETAIL
4" STRIPE 36" OC

SEE PAGE 3 FOR COLOR REQUIREMENT OF GO SPACE GREEN INDUSTRIAL TRAFFIC MARKING PAINT. FOR ADDITIONAL INFORMATION ON ADA COMPLIANCE SEE DESIGN ELEMENTS GUIDELINES

2

RESOLUTION NO. 09-20

A RESOLUTION of the City of Richland approving a license agreement and electric rate contract with Zeco Systems, Inc. for an electric vehicle (EV) charging station.

WHEREAS, the Core Focus 4 of the City's Strategic Leadership Plan contains a long term action to respond to the emergence of electric vehicles; and

WHEREAS, on October 3, 2017, Richland City Council adopted Resolution No. 173-17 executing an agreement with Energy Northwest to participate in the Washington State Department of Transportation Electric Vehicle Infrastructure Transportation Alliance (EVITA) pilot program; and

WHEREAS, Zeco Systems Inc. is a mobility infrastructure provider that provides fast-charge stations for electric vehicles; and

WHEREAS, Zeco Systems, Inc. seeks a five-year license, with a five-year renewal option, to install an EV charging station on City of Richland property located at 2700 Duportail Street; and

WHEREAS, issuance of a license agreement with Zeco Systems, Inc. supports the City's Strategic Leadership Plan, and positions the City's electric utility for the future demand of electric vehicle infrastructure; and

WHEREAS, RMC 14.24.060 authorizes a Schedule 33: Economic Development Rate by contract based upon benefits derived from the new load; and

WHEREAS, the EV charging station will provide beneficial data to characterize the performance of future charging stations for electric rate classification; and

WHEREAS, the economic development rate has changed since Richland City Council adopted Resolution No. 173-17.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a license agreement and electric rate contract with Zeco Systems, Inc. to install an electric vehicle charging station at 2700 Duportail Street.

BE IT FURTHER RESOLVED that any provisions of Resolution No. 173-17 that are in direct conflict with this Resolution No. 09-20 are hereby superseded.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of January, 2020.



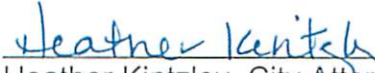
~~Robert J. Thompson~~, Mayor

Ryan Larson

Attested by:


Jennifer Rogers, City Clerk

Approved as to form:


Heather Kintzley, City Attorney