

**LICENCE OF OCCUPATION  
(Electrical Vehicle Charging Stations)**

THIS LICENCE is dated for reference as of November 26, 2020

BETWEEN:

**CITY OF WEST KELOWNA**  
2760 Cameron Road  
West Kelowna, BC V1Z 2T6

(the “**Licensor**”)

AND:

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**  
c/o Properties, 13<sup>th</sup> Floor - 333 Dunsmuir Street,  
Vancouver, BC V6B 5R3

(the “**Licensee**”)

**BACKGROUND**

- A. The Licensor is the registered and beneficial owner of the Lands.
- B. Pursuant to a DCFC Equipment Lease Agreement (the “**Equipment Lease**”) dated <October 26, 2015 between the Licensor as Lessee and the Licensee as Lessor, the Licensee and Licensor agreed to participate in a pilot project involving the acquisition, installation and operation of an electric vehicle charging station on the Lands.
- C. Pursuant to the Equipment Lease, the Licensee installed a DCFC station on the Lands and agreed to lease the Equipment to the Licensor to operate for the term of the Equipment Lease.
- D. The Equipment Lease is being terminated.
- E. Notwithstanding section 15 of the Equipment Lease, the Licensee will not remove the Equipment from the Lands as it will make up part of one of the Charging Stations which are permitted to be on the Lands pursuant to this Licence.
- F. The Licensor has agreed to license a portion of the Lands to the Licensee for the Permitted Purposes, on the terms and conditions set out below.
- G. The Licensee or its agent shall manage the day to day operation of the Charging Stations.

## AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties covenant and agree as follows:

### PART 1 - DEFINITIONS

- 1.1. Definitions.** In this Licence, including the recitals and the schedules, unless there is something in the subject matter or context inconsistent with such meanings, words with initial capitalization will have the meanings indicated in Schedule 2 attached hereto.

### PART 2 - GRANT AND TERM

- 2.1 Grant.** The Licensor hereby grants to the Licensee a non-exclusive right and license over the Premises, subject to the Permitted Encumbrances.

- 2.2 Term.** This Licence will be for a term of ~~ten five years~~ ~~ten years~~ which will commence on ~~September~~ ~~December~~ 1, 2020 (the “**Commencement Date**”) and end on ~~August 31~~ ~~November 30,~~ ~~2030~~ ~~December 1,~~ ~~2030-2025~~ (the “**Term**”) unless terminated in accordance with this Licence.

The parties agree that, notwithstanding the foregoing, if the Licensee constructs a second Charging Station on the Premises, the Term of this Licence will expire ~~ten~~ ~~ten five~~ years from the date the last of the Charging Stations was installed on the Premises.

- 2.3 Renewal.** This Licence for the Premises may be renewed for a further term of ~~ten five (5)~~ ~~(10)~~ years on the same terms and conditions as this Licence, except this right of renewal, by mutual agreement of the parties reached no less than six (6) months prior to the expiration of the Term.

### PART 3 – TAXES

- 3.1 Payment of Taxes.** The Licensor shall pay and discharge or cause to be paid and discharged when due all Taxes.

### PART 4 – ANCILLARY AREAS

- 4.1 Ancillary Areas.** The Licensor hereby grants to the Licensee, during the Term and any extension or renewal thereof, a non-exclusive right and license over:

- (a) such portions of the Lands as are reasonably required by the Licensee for the purposes of:
    - (i) ingress and egress to and from the Premises; and
    - (ii) constructing, installing, erecting, stringing, operating, maintaining, removing and repairing the Infrastructure; and
  - (b) the common access road, if a common access road is present on the Lands
- (collectively, the “**Ancillary Areas**”).

- 4.2 24/7 Access.** The Licensor and the Licensee acknowledge and agree that the Licensee may exercise its rights under Section 4.1 at all times by day or night and the Licensor shall do such further acts and things as may be reasonably necessary to permit such exercise including ensuring that members of the public at all times have a means of access to and egress from the Premises.

#### **PART 5 - USE OF PREMISES AND LICENSEE COVENANTS**

- 5.1 Permitted Use.** The Licensee will use the Premises and the Ancillary Areas solely for the Permitted Purposes and the Licensee will not use the Premises and/or the Ancillary Areas or permit the same to be used for any other purpose without the Licensor's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed.

- 5.2 Licensee Covenants.** The Licensee covenants and agrees as follows:

- (a) to conduct the Permitted Purposes in compliance with all applicable laws (including all Environmental Laws), ordinances, rules and regulations of Government Authorities now in force or hereafter in force; and
- (b) to pay one hundred percent (100%) of all utility costs and other costs directly attributable to the Premises and the Trade Fixtures.

#### **PART 6 - ENVIRONMENTAL REQUIREMENTS**

- 6.1 Environmental Requirements.** The Licensee covenants and agrees with the Licensor as follows:

- (a) to promptly and strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the Licensee's use and occupancy of the Premises, and if applicable, the Licensee's use of the Ancillary Areas, including obtaining all applicable permits or other authorizations;
- (b) not to store, use, manufacture, sell, release, dispose, transport, handle, bring or allow to remain on, in or under any part of the Premises or the Lands any Contaminants except in strict accordance with all Environmental Laws; and
- (c) to promptly remove and remediate, upon the written request of the Licensor, any Contaminants from the Lands to the extent caused by the use of the Premises by the Licensee and in a manner which conforms to Environmental Laws governing such removal.

#### **PART 7 - MAINTENANCE, REPAIRS AND SUPERVISION**

- 7.1 Licensee's Maintenance and Repairs.** The Licensee will throughout the Term:

- (a) not be responsible for any maintenance or repairs to the Premises and/or the Ancillary Areas, except for any damage caused to such areas by the Licensee; and
- (b) at its cost, discharge any builder's liens filed at any time against the Premises and/or the Ancillary Areas by reason of any act of the Licensee.

- 7.2 Licensor's Maintenance, Repairs and Supervision.** The Licensor will, at its cost, throughout the Term:

- (a) keep or cause to be kept all of the Premises (other than the Trade Fixtures) and all of the Ancillary Areas:
  - (i) in good and substantial repair (reasonable wear and tear, and damage caused to the Premises and/or the Ancillary Areas by the Licensee excepted); and
  - (ii) free of debris, garbage, trash and/or refuse and in neat and tidy condition;
- (b) clear snow from the Premises and any access roads on the Lands at regular intervals to ensure public access to the Charging Stations, but the Licensor shall not be required to clear snow more frequently than it clears other public roadways or parking areas in the District of West Kelowna, or to a higher standard;
- (c) maintain or cause to be maintained all parking stalls located within the Premises (collectively, the “**Licensed Parking Spaces**”) in accordance with the requirements of the applicable Government Authority and in a manner suitable for use for the parking of motor vehicles;
- (d) include or cause to be included the Premises in the Licensor’s security supervision operations;
- (e) reimburse the Licensee for the repair of any damage caused to any part of the Trade Fixtures to the extent caused by or through the act or omission of the Licensor; and
- (f) discharge any builder’s liens filed at any time against the Premises and/or the Ancillary Areas by reason of any act of the Licensor.

**7.3 Licensee Self-Help Remedy.** Notwithstanding anything to the contrary herein, if the Licensor:

- (a) fails to perform its obligations under Section 7.2.(a)(ii) or (b) within twenty-four (24) hours of written notice from the Licensee; or
- (b) fails to observe or perform any other of the terms, covenants or conditions of this Licence to be observed or performed by the Licensor provided the Licensee first gives the Licensor twenty-one (21) days written notice of any such failure to perform and the Licensor within such period of twenty-one (21) days fails to commence diligently and thereafter to proceed diligently to cure any such failure to perform,

then the Licensee shall be entitled to take such steps as it deems advisable to correct such defaults without liability to the Licensor, and the Licensor shall pay to the Licensee forthwith upon demand all costs and expenses incurred by the Licensee in so doing.

**7.4 Licensor Covenant Not to Impair.** Licensor shall not take any action that would impair use of the Premises or the Trade Fixtures. Licensor shall not knowingly allow another party to impair use of the Premises or the Trade Fixtures. Licensor agrees to notify Licensee within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises and/or the Trade Fixtures, or (ii) it obtains knowledge of a needed repair to the Trade Fixtures. Licensor acknowledges and agrees that Licensee shall have all rights at law or in equity against Licensor if Licensor causes impairments of the Premises and/or the Trade Fixtures. If non-electric vehicles repeatedly park in the Licensed Parking Spaces, thereby impairing use of the Licensed Parking

Spaces and/or the Trade Fixtures, or if motorists repeatedly park in such Licensed Parking Spaces for greater than the permitted duration, then the parties shall together determine and implement an appropriate and effective strategy for preventing such impairment.

Without limiting the generality of the foregoing, the Licensor shall not from and after the time this Licence is executed, enter into, amend, modify, renew, extend, terminate, waive a material condition of and/or accept a surrender of any Encumbrance or permit any of the foregoing if such entrance into, amendments, modifications, renewals, extensions, terminations, waivers and/or surrenders would, individually or in the aggregate, materially interfere with: (i) the diligent performance of the obligations of the Licensor under this Licence; and/or (ii) the Licensee's use, occupancy and/or operation of the Premises and/or the Ancillary Areas, as applicable, as contemplated under this Licence.

**7.5 Alterations to Premises.** The Licensee will not install any additional improvements in or about the Premises (except the Trade Fixtures, Licensee's Lighting and Licensee Signage (collectively, the "**Improvements**")), without the Licensor's prior written consent, not to be unreasonably withheld, conditioned or delayed. No consent by the Licensor to install such additional improvements will be granted unless the Licensee first submits plans and specifications of the proposed additional improvements and the Licensee has obtained all necessary permits and approvals from all applicable Government Authorities. Notwithstanding the foregoing or any degree of affixation, the Charging Stations shall remain the property of the Licensee.

**7.6 Location of Improvements on Premises.** The parties agree that Schedule 3 attached to this Licence shows the approximate location of the Improvements to be installed by the Licensee on the Premises. The Licensee reserves the right to relocate and/or reconfigure the Improvements on the Premises if the Licensee, acting reasonably, deems it necessary for the purposes granted under this Licence.

**7.7 Removal of Improvements.** Upon expiry or earlier termination of this Licence, the Licensee may remove the Improvements and will make good any damage caused by such removal. If the Licensee does not remove the Improvements within six (6) months following the expiration of the Term or the earlier termination of this Licence, then the Licensor may have the same removed, the cost will be payable to the Licensor within thirty (30) days of invoice to the Licensee, and the Licensor will not be responsible for any loss or damage to the Licensee's property. For greater certainty, the Licensor shall provide the Licensee with access over such portions of the Lands as are reasonably required by the Licensee for the purposes of removing the Improvements for up to six (6) months following the expiration of the Term or the earlier termination of this Licence.

## **PART 8 - ASSIGNMENT**

**8.1 Assignment by Licensee.** The Licensee will not assign, mortgage, or encumber this Licence in whole or in part.

**8.2 Assignment by Licensor.** The Licensor will not sell or otherwise transfer any interest in the Premises, the Ancillary Areas and/or this Licence, in whole or in part, without the prior written consent of the Licensee.

## **PART 9 – LICENSEE'S OPTION TO TERMINATE/DEFAULT**

~~9.110.1~~ **Licensee Option to Terminate.** The Licensee is granted the right to cancel and terminate this Licence, without penalty, upon giving not less than ninety (90) days prior written notice to the Licensor at any time after commencement of the Term, with such termination to be effective on a date specified by the Licensee in its written notice to the Licensor. If the Licensee exercises this right to terminate, the Licensee will vacate the Premises on the termination date given in the notice, and the Licensee shall restore the Premises as closely as is practically possible to its condition as at the Commencement Date.

~~9.1~~ **Licensee's Default.** If the Licensee fails to observe or perform any of its other obligations under this Licence and the Licensee has not, within thirty (30) days after receipt of written notice from the Licensor specifying the default, cured the default, or if the cure reasonably requires a longer period, if the Licensee has not commenced to cure and diligently pursue the cure, or if re-entry is permitted under other terms of this Licence, the Licensor in addition to any other right or remedy may terminate this Licence and all of the Licensee's rights under it.

## **PART 10 – LICENSOR'S OPTIONS TO TERMINATE AND RELOCATE TRADE FIXTURES**

~~10.1~~ **Licensee Option to Terminate.** The Licensee is granted the right to cancel and terminate this Licence, without penalty, upon giving not less than ninety (90) days prior written notice to the Licensor at any time after commencement of the Term, with such termination to be effective on a date specified by the Licensee in its written notice to the Licensor. If the Licensee exercises this right to terminate, the Licensee will vacate the Premises on the termination date given in the notice, and the Licensee shall restore the Premises as closely as is practically possible to its condition as at the Commencement Date.

~~10.12~~ **Licensor Options to Terminate.** The Licensor is granted the right to cancel and terminate this Licence, without cause and without penalty, provided that the Licensor must give not less than 12 months written notice of such termination to the Licensee. The Licensor is also granted the right to cancel and terminate this Licence, without penalty, if the Licensee fails to operate the Charging Stations for a period of six (6) consecutive calendar months during the Term, provided that the Licensor must give not less than thirty (30) days prior written notice of such termination to the Licensee, with such termination to be effective on a date specified by the Licensor in its written notice to the Licensee.

~~10.23~~ **Relocation of Trade Fixtures.** If the Licensor requires relocation of the Trade Fixtures for other permanent development of the Lands, upon written request by the Licensor to the Licensee, the Licensee will relocate all or a portion of the Trade Fixtures subject to all of the following:

- (a) to the extent that the Licensee still requires the Trade Fixtures to serve any customer, the Licensor will permit the Licensee to relocate the Trade Fixtures to another equivalent area selected by the Licensor on the Lands, or on adjacent land owned by the Licensor, which is suitable for the Trade Fixtures (the "Relocated Area") and access thereto;

- (b) if the Relocated Area is not suitable for the Trade Fixtures, as determined by Licensee, acting reasonably, the Licensor will modify or relocate the Relocated Area to another equivalent area on the Lands or adjacent land owned by the Licensor that is suitable for the Trade Fixtures, as determined and agreed to by the parties acting reasonably;
- (c) the Licensor will grant to Licensee a new licence agreement on substantially the same terms and conditions as this Licence for the Trade Fixtures in the Relocated Area (the “Replacement Licence”);
- (d) upon entering into the Replacement Licence, the Licensee will relocate the Trade Fixtures to the Relocated Area within a reasonable period of time;
- (e) once all the Trade Fixtures have been relocated by the Licensee to the Relocated Area (with the exception of any underground Infrastructure) and upon full execution of the Replacement Licence, the Licensee will take the necessary steps to cancel this Licence; and
- (f) the Licensor will pay to the Licensee, upon written demand, for all necessary and reasonable costs incurred by Licensee associated with the relocation of the Trade Fixtures to the Relocated Area and the Replacement Licence, including equipment and labour costs.

## **PART 11 - ACCESS BY LICENSOR**

- 11.1 Access and Entry.** The Licensor and its agents may enter the Premises at any reasonable time to perform its obligations under Section 7.2 of this Licence provided the Licensor in exercising its rights hereunder shall proceed to the extent reasonably possible so as to minimize interference with the Licensee’s use and enjoyment of the Premises and/or the Ancillary Areas.

## **PART 12 - EXPROPRIATION**

- 12.1 Expropriation.** If at any time during the Term the interest of the Licensee under this Licence or the whole or any part of the Premises shall be taken by any lawful power or authority by the right of expropriation, the Licensor may, at its option, give notice to the Licensee terminating this Licence on the date when the Licensee or Licensor is required to yield possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Licensee shall immediately surrender the Premises. The Licensee shall have no claim upon the Licensor for the value of its property or the unexpired Term of this Licence, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the Premises, and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Licensor specifically includes an award for the Licensee, the Licensor shall account therefore to the Licensee. In this clause the “**expropriation**” shall include a sale by the Licensor to an authority with powers of expropriation, in lieu or under threat of expropriation.

## **PART 13 – INTELLECTUAL PROPERTY**

- 13.1 Use of Name or Mark.** As soon as practicable following execution of this Licence:

- (a) if a party wishes to have its name or name and Mark included on communication or promotional materials to be prepared in connection with the Project, that party shall provide its unconditional approval in writing to the other party for such use; and
- (b) if a party wishes to have its Mark included on communication or promotional materials, then that party shall provide to the other party a black-and-white, high-resolution copy of its Mark and guidelines for use of such Mark, if any, and hereby:
  - (i) grants to the other party an irrevocable perpetual, non-exclusive, non-assignable, personal, non-transferable and fee and royalty-free license to use the Mark in the promotion of the Project, including for placement on the Charging Stations or signage, in accordance with the guidelines and for the Term; and
  - (ii) represents and warrants that it has the right to grant the license described in Subsection 13.1 (b)(i) above.

Each party retains exclusive ownership and title to its Mark notwithstanding the license granted to the other party pursuant to Subsection 13.1 (b)(i) above.

**13.2 Promotions.** Subject to Section 13.1 above, each party may, at its sole cost, disclose or promote the Project through whatever means such party deems appropriate, including but not limited to internal communication channels (such as employee newsletters and websites) and external communication channels (such as newsletters, social media, industry events, websites and media), provided that:

- (a) the Licensee is acknowledged as Project lead;
- (b) when a communication is exclusively in respect of the Project, a statement is included to acknowledge that the installation of the Charging Stations at the Premises was enabled by the Licensor;
- (c) the Licensor has given the Licensee at least fifteen (15) Business Days prior written notice of the promotion and obtained the Licensee's advance approval in writing of all proposed materials, on its own behalf and behalf of all other sponsors; and
- (d) the names, or Marks as applicable (to be identified in writing to the Licensor by the Licensee) of all other sponsors of the Project that have agreed to such disclosure or promotion shall be displayed in the following order:
  - (i) Licensee identified as "BC Hydro";
  - (ii) Government of British Columbia; and
  - (iii) in the case of any promotional material issued by the Licensor, the Licensor itself, or
  - (iv) in the case of any promotional material issued by the Licensee, the Licensor, together with all other contributors, in alphabetical order; and



in each case with all such names, and Marks, if applicable, displayed in equal prominence and in accordance with applicable guidelines.

- 13.3 Lighting.** The Licensee may install street lighting, including a light standard, beacon, ancillary appliances, fittings and any associated protective installations and related works (collectively, the “**Licensee’s Lighting**”) on or within the Premises for the purpose of illuminating the Premises and the Trade Fixtures. The Licensee agrees that the Licensee’s Lighting will be similar to the form of lighting shown on Schedule 4 to this Licence.

#### **PART 14 - MISCELLANEOUS**

- 14.1 Signage.** It is acknowledged and agreed that:

- (a) the Licensee may install signage and logos on or within the Premises (collectively, the “**Licensee Signage**”), including for the purposes of denoting that the Licensed Parking Spaces are to be used as dedicated electric charging stalls;
- (b) the Licensee’s Signage may include the Licensor’s logos , provided the size and location of such logos shall be determined by the Licensee in its sole discretion;
- (c) the Licensee Signage will be similar to the form of signage shown on Schedule 4 to this Licence; and
- (d) the Licensor will not put any signage on the Lands respecting the Project without the prior written consent of the Licensee.

- 14.2 Quiet Enjoyment.** Subject to the observance and performance by the Licensee of its obligations under this Licence and subject to the Permitted Encumbrances, the Licensee may use the Premises in accordance with the provisions of this Licence without interference by the Licensor, or any party claiming through the Licensor.

- 14.3 Dispute Resolution.** If any dispute arises under this Agreement the organizational liaisons, being the designated person from each party, will make every effort to resolve the dispute within 30 days of the dispute arising (or within such other time period agreed to be the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate these efforts. If a dispute under this Agreement cannot be resolved in the aforementioned manner~~If any dispute arises under or in relation to this Licence, that dispute shall first be resolved by way of mediation between the parties. If parties cannot resolve dispute through mediation~~ it shall be referred to and finally resolved by arbitration by a single arbitrator pursuant to and in accordance with the *Arbitration Act* (British Columbia). The place of arbitration shall be Vancouver, British Columbia. The decision of the arbitrator shall be final and binding on the parties. Notwithstanding the foregoing, the parties are entitled to seek interim measures of protection, including injunctions and other equitable relief or remedies, from a court of competent jurisdiction pending commencement or completion of any arbitration and may also seek from a court of competent jurisdiction any equitable relief or remedy that the arbitrator does not have jurisdiction to grant.

- 14.4 Further Assurances.** At its own expense, upon the request of the other party, each party shall promptly execute and deliver, and use all reasonable efforts to promptly require any third parties to execute and deliver, such further and other documents and instruments and do such further and

other acts and things as the other party may reasonably require for the purpose of implementing, giving full effect to and carrying out the intent of this Licence or for the purpose of protecting the Licensee's interest in the Trade Fixtures.

**14.5 No Partnership.** The Licensor does not in any way or for any purpose become a partner of, or joint venturer or a member of a joint enterprise of the Licensee. No provision of this Licence is intended to create a relationship between the parties other than that of Licensor and Licensee.

**14.6 Interpretation.** Where the context requires, the singular includes the plural and vice versa, and the masculine, feminine and neutral include each other. If the Licensor and/or the Licensee comprise two or more individuals or entities, the liability of each under this Licence is joint and several.

**14.7 No Waiver.** No obligation in this Licence will be considered to have been waived by the Licensor unless the waiver is in writing and signed.

**14.8 Unavoidable Delay.** If either the Licensor or the Licensee is unavoidably delayed, hindered in, or prevented from performing an act or complying with a covenant under this Licence by reason of Unavoidable Delay, the time for the doing of the act or complying with the covenant will be extended for a period equal to the period for which that Unavoidable Delay operates to prevent the act or thing required to be done or complied with. The party obligated to do the act or comply with the covenant will not be in default until the expiration of the time so extended. Each party will promptly notify the other of the occurrence of any Unavoidable Delay.

**14.9 Notices.** Addresses for any notice to be given under this Licence will be as follows:

(a) If to the Licensee:

BC Hydro  
c/o Properties, 13<sup>th</sup> Floor - 333 Dunsmuir,  
Vancouver, B.C. V6B 5R3  
Attention: Manager (Property Leasing Services)  
Email: Leasing@bchydro.com

(b) If to the Licensor:

City of West Kelowna  
2760 Cameron Road  
West Kelowna, BC  
V1Z 2T6

Attention: Erin Goodwin  
Email: erin.goodwin@westkelownacity.ca

**14.10 Deemed Receipt.** Where service of a notice or document is required under this Licence, the notice or document will be in writing and deemed to have been served as follows:

(a) if delivered by hand or courier, upon delivery;

(b) if mailed, upon the fifth Business Day following posting; and

(c) if emailed:

- (i) to the Licensee, upon the Licensee providing to the Licensor express written acknowledgment of receipt of the notice or document by email (notwithstanding any automatic reply or receipt indicating that the email has been read). If the Licensor has not received a written acknowledgement of the notice from the Licensee by email within 5 Business Days of sending the email, transmission of the email will be deemed to have failed and notice not provided. In the event of a failure of an email transmission, it is the responsibility of the Licensor to deliver the notice or document to the Licensee using an alternative method in accordance with this Licence. The Licensee will not be liable for any loss or damage or any other disadvantage suffered by the Licensor resulting from such email communication; or
- (ii) to the Licensor, upon actual receipt by the Licensor as evidenced by a return email or automatic receipt indicating that the email has been read.

The Licensor or the Licensee may change its address for delivery by notifying the other party of such change in address in accordance with the notice provisions set forth above.

**14.11 Time of Essence.** Time will be of the essence in this Licence.

**14.12 Severance.** If any provision of this Licence or the application to any person of any provision is held to be invalid or unenforceable, the remainder of this Licence or its application will not be affected.

**14.13 No Modification.** No representation, understanding or agreement has been made or relied upon except as expressly set out in this Licence. This Licence may only be modified in writing signed by each party against whom the modification is enforceable.

**14.14 Successors.** This Licence binds and benefits the parties and their respective heirs, administrators, successors and permitted assigns (as applicable).

**14.15 Peaceful Surrender.** The Licensee will at the expiration or sooner determination of the Term, immediately surrender the Premises in a peaceable way and in the state of repair specified in this Licence.

**14.16 Counterparts.** This Licence may be executed in counterparts and when each party has executed a counterpart each of the counterparts will be deemed to be an original and all of the counterparts when taken together will constitute one and the same agreement.

**14.17 Delivery.** This Licence or a counterpart thereof may be executed by a party and transmitted by facsimile or electronic transmission and if so executed and transmitted this Licence will be for all purposes as effective and binding upon the party as if the party had delivered an originally executed document.

**14.18 Schedules.** The following Schedules attached to this Licence form part of this Licence, and the parties covenant and agree to abide by the terms and conditions and confirm the acknowledgements, warranties and representations, if any, contained in the Schedules as if such terms, conditions,

acknowledgements, warranties and representations, if any, were fully incorporated into this Licence:

Schedule 1 – Description of the Lands

Schedule 2 – Defined Terms

Schedule 3 – Plan of Premises

Schedule 4 – Sample Signage

**14.19 Including.** The word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

IN WITNESS WHEREOF the parties have duly executed this Licence as of the date first above written.

**CITY OF WEST KELOWNA**

By its authorized signatory(ies):

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**

By its authorized signatory:

\_\_\_\_\_  
Name: Kim Larter

Title: Manager, Property Leasing Service

**SCHEDULE 1**

**Description of Lands**

Legal description:

LOT 2 DISTRICT LOT 486 OSOYOOS DIVISION YALE DISTRICT PLAN 3444

PID: 010-854-231

Civic address:

3678 Brown Road, West Kelowna, BC V4T 1P7

## SCHEDULE 2

### Defined Terms

“**Ancillary Areas**” has the meaning set out in Section 4.1;

“**Business Days**” means Monday to Friday, inclusive, of each week, statutory holidays in the Province of British Columbia excepted;

“**Charging Stations**” means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of charging motor vehicles with electricity including charger equipment and kiosks, and all ancillary appliances and fittings, including any associated protective installations, and related works;

“**Commencement Date**” has the meaning set out in Section 2.2;

“**Contaminants**” means pollutants, contaminants, deleterious substances, underground or aboveground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls (“**PCBs**”), PCB-containing equipment or materials, pesticides, defoliants, fungi (including mould and spores arising from fungi), or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws or may necessitate, invite or permit a Government Authority to require remedial or investigatory action under any Environmental Laws;

“**Encumbrance**” means any legal notation, charge, lien, claim, interest or other encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, pledge, hypothecation, security interest, judgment, easement, right of way, encroachment, restrictive or statutory covenant, profit à prendre, right of re-entry, lease, licence, assignment, option or claim, or right of any kind or nature whatsoever which constitutes or becomes by operation of law or otherwise such a legal notation, charge, lien, interest or other encumbrance or title defect;

“**Environmental Laws**” means any applicable statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice and other lawful requirements of any Government Authority having jurisdiction over the Lands now or hereafter in force relating in any way to the environment, environmental assessment, Contaminants (including the use, manufacture, handling, transportation, production, disposal, discharge, storage or emission of Contaminants), occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity;

“**Equipment**” has the meaning defined in the Equipment Lease;

“**Equipment Lease**” has the meaning set out on page 1 in background Paragraph B;

“**Government Authority**” means any federal, provincial, state, municipal, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency, regulatory body, minister, director, approving officer, manager, or other person of similar authority of any of the foregoing;

“**Improvements**” has the meaning set ~~out~~ out in Section 7.5;

“**Infrastructure**” means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of distributing electricity to the Charging Stations, including: poles, guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, overhead or underground lines and cables, underground conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, including any associated protective installations, and related works;

“**Lands**” means the lands described in Schedule 1 attached to this Licence;

“**Licensed Parking Spaces**” has the meaning set out in Section 7.2(c);

“**Licensee**” means British Columbia Hydro and Power Authority and any permitted assignee under Section 8. Any reference to “**Licensee**” includes, where the context allows the servants, employees, agents, invitees and licensees of the Licensee and all others over whom the Licensee may reasonably be expected to exercise control, including Powertech Labs Inc.;

“**Licensee Signage**” has the meaning set out in Section 14.1(a);

“**Licensee’s Lighting**” has the meaning set out in Section 13.3;

“**Mark**” means a parties associated logos;

“**Permitted Encumbrances**” means any Encumbrances registered or showing as pending registrations on title to the Lands at the time this Licence is executed;

“**Permitted Purposes**” means: (i) the use of the Licensed Parking Spaces as dedicated electric charging stalls; and (ii) constructing, installing, erecting, stringing, operating, maintaining, removing, repairing, and replacing the Trade Fixtures, Licensee’s Lighting and/or the Licensee Signage; and (iii) all purposes reasonably ancillary to the foregoing;

“**Premises**” means the portion of the Lands shown in black bold outline on the plan attached to Schedule 3 to this Licence;

“**Project**” means the installation and operation of the Trade Fixtures;

“**Taxes**” means all taxes, rates, duties, levies, local government charges, realty taxes and assessments whatsoever, whether municipal, parliamentary or otherwise, or any grants in lieu of taxes, imposed or assessed, by any competent authority, against the Premises or upon the Licensor in respect of the Premises, or in respect of their use and occupation, and includes without limitation, taxes levied, imposed or assessed for education, schools, and local improvements as well as reasonable fees and costs incurred by the Licensor in good faith contesting them;

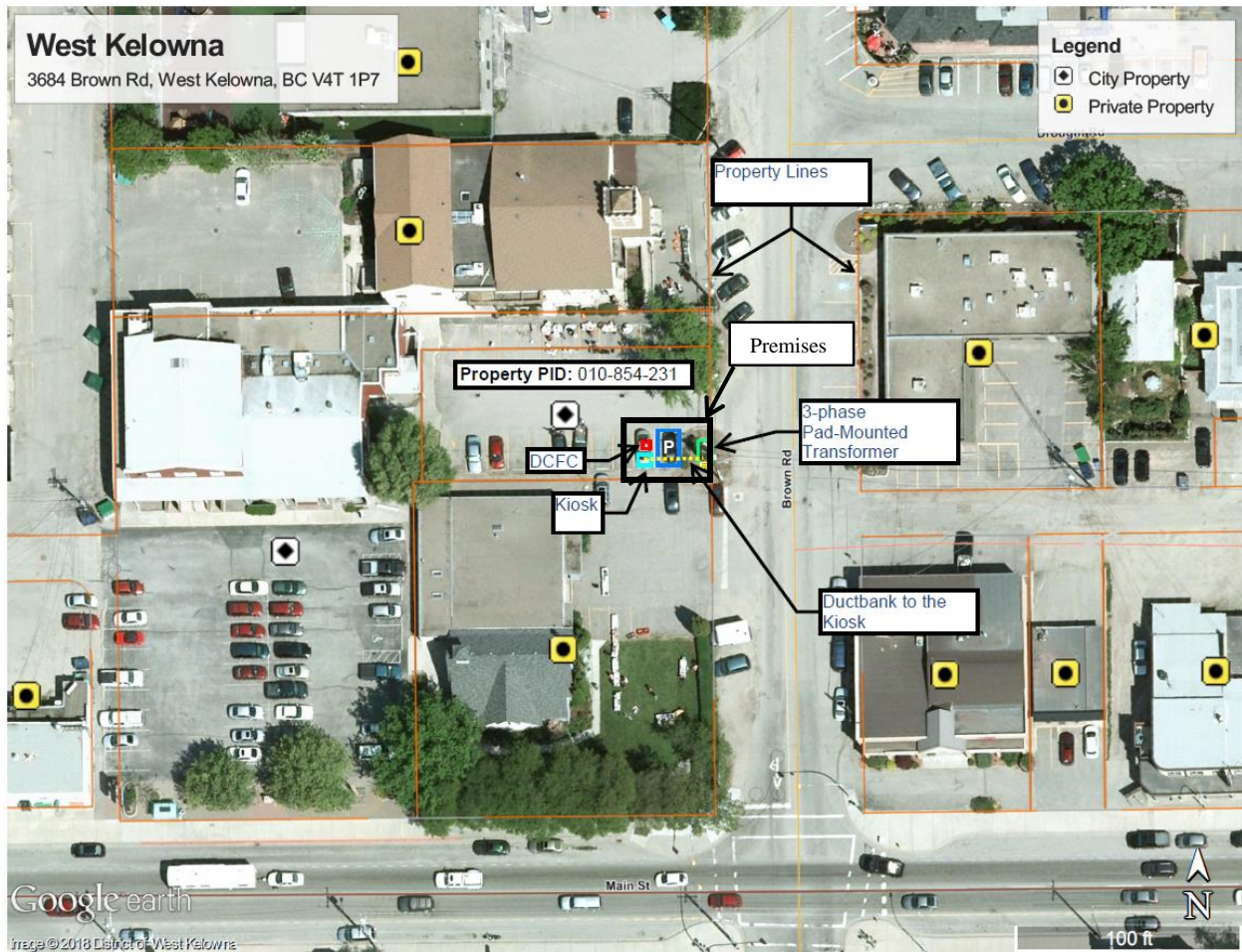
“**Term**” has the meaning set out in Section 2.2;

“**Trade Fixtures**” collectively means the Charging Stations and the Infrastructure; and

“**Unavoidable Delay**” means a delay in the performance of an act or compliance with a covenant caused by fire, strike, lock-out, or other casualty or contingency beyond the reasonable control of the party obligated to perform or comply with a provision of this Licence, but does not include any insolvency, lack of funds or other financial reason.

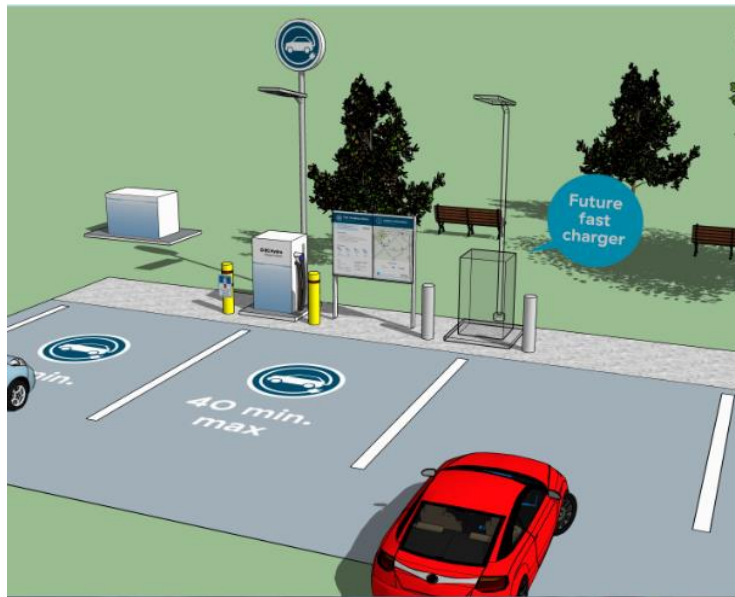
### SCHEDULE 3

Plan of Premises outlined in black bold is attached





## SCHEDULE 4 SAMPLE SIGNAGE



<span style="font-size: 1.2em; font-weight: bold; margin-left: 10px;">Fast charging station</span> <span style="font-size: 0.9em; color: #a9c9e8;">123 Anymore Street, City</span>	<span style="font-size: 1.2em; font-weight: bold; margin-left: 10px;">Station information</span> <span style="font-size: 0.9em; color: #a9c9e8;">123 Anymore Street, City</span>
<div style="background-color: #e6f2ff; padding: 5px; margin-bottom: 10px;"> <p>Thanks for using the station. If you need help, please call <b>1 866 338 3369</b>. In case of an emergency call <b>911</b> For more information visit <a href="http://bchydro.com/fastcharging">bchydro.com/fastcharging</a></p> </div> <div style="display: flex; justify-content: space-between; align-items: center;"> <div> <p><b>BC Hydro</b> Power smart</p> </div> </div> <div style="margin-top: 10px;"> <p><b>Charging etiquette</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Limit your charge to 30 to 40 minutes</li> <li><input type="checkbox"/> Stay close by so you can move your car when you are done charging</li> <li><input type="checkbox"/> Sign Into Plugshare so you can check in and out or to leave notes for other drivers</li> <li><input type="checkbox"/> Park In an EV charging stall only if you are charging</li> <li><input type="checkbox"/> Put the cord away when done and keep station tidy</li> </ul> </div> <hr style="border-top: 1px dashed #ccc;"/> <div style="margin-top: 10px;"> <p><b>How to charge</b></p> <div style="display: flex; justify-content: space-around; text-align: center;"> <div style="width: 20%;"> <p><b>1</b></p> <p>Plug in</p> </div> <div style="width: 20%;"> <p><b>2</b></p> <p>Start</p> </div> <div style="width: 20%;"> <p><b>3</b></p> <p>Stop</p> </div> <div style="width: 20%;"> <p><b>4</b></p> <p>Unplug</p> </div> </div> <p style="font-size: 0.8em; color: #0070c0; margin-top: 5px;">Remember, only one car can charge at a time.</p> </div> <hr style="border-top: 1px dashed #ccc;"/> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><b>Cost</b></p> <p><b>Charging</b> Free introductory charging</p> <p><b>Parking</b> Free</p> </div> <div style="width: 45%;"> <p><b>Membership &amp; activation</b></p> <p><b>By app</b> </p> <p style="font-size: 0.8em;">Use the Greenlots app to activate the charging session and see real time status.</p> <p><b>By card</b> </p> <p style="font-size: 0.8em;">Use the Greenlots RFID card to activate</p> </div> </div>	<div style="margin-bottom: 10px;"> </div> <div style="margin-top: 10px;"> <p><b>Nearby stations</b></p> <ul style="list-style-type: none"> <li><span style="color: #0070c0;">○</span> 123 Anymore Street, City <span style="color: #0070c0;">XX km</span></li> <li><span style="color: #0070c0;">○</span> 123 Anymore Street, City <span style="color: #0070c0;">XX km</span></li> </ul> </div> <hr style="border-top: 1px dashed #ccc;"/> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p><b>Host</b></p> <div style="border: 1px solid #ccc; padding: 5px; text-align: center; background-color: #f0f0f0;"> <p>HOST LOGO</p> </div> </div> <div style="width: 45%;"> <p><b>Funding partners</b></p> <div style="display: flex; justify-content: space-around; align-items: center;"> </div> </div> </div> <hr style="border-top: 1px dashed #ccc;"/> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> <div style="width: 45%; text-align: center;"> <p style="font-size: 0.8em; color: #0070c0;">This station is under video surveillance.</p> </div> <div style="width: 45%; text-align: right;"> <p><b>BC Hydro</b> Power smart</p> </div> </div>