

**CHARGE EV, LLC. CHARGING STATION
AGREEMENT**

This Charging Stations Agreement (the “**Agreement**”) is effective as of the date signed by **Lathrup Village** (the “**Effective Date**”) by and between (“**Host**”), **27400 Southfield Rd. Lathrup Village, MI 48076** and Charge EV, LLC. (“**CEV**”), a Michigan company with its principal place of business located at 15045 Dixie Hwy, Ste A, Holly, MI 48442. CEV and Host may individually be referred to herein as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, CEV, by installing electric vehicle chargers (“**EV Chargers**”) on the Premises, as defined herein, will provide value to Host by attracting electric vehicle owners and the public to, and providing additional visibility of, the property;

WHEREAS, Host acknowledges the value of CEV’s EV Chargers on the Premises and desires to grant a license to install and maintain EV Chargers at the Premises to CEV pursuant to the terms set forth herein;

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PREMISES:

Host hereby grants to CEV a license to install and maintain EV Chargers at the Premises located at **27400 Southfield Rd. Lathrup Village, MI 48076**, upon which CEV shall install the EV Chargers.

2. INITIAL INSPECTION:

A. Early Access. Beginning on “**Effective Date**” (“**Initial Inspection Start Date**”) CEV shall have a period of up to thirty (30) days during which it will have reasonable, non-exclusive access to the Premises for conducting its reviews and inspections (the “**Inspection Period**”).

B. Application for Permits. During the Inspection Period, CEV shall apply and pay for all required permits, variances and/or approvals required for CEV’s construction of the improvements on, and CEV’s use of, the Premises (collectively, the “**Permits**”).

C. Right to Terminate. If CEV determines, in its sole and absolute discretion, for any reason or for no reason whatsoever, that the Premises are unacceptable for CEV’s proposed use, CEV may, without any liability hereunder, terminate this Agreement upon written notice delivered to Host no later than five (5) business days following the expiration of the Inspection Period pursuant to Section 20 of this Agreement. CEV shall restore any damage to the Premises that is attributable to CEV.

3. INSTALLATION:

Upon acceptance of the Premises, CEV shall, at its sole expense, install the EV Chargers.

4. EQUIPMENT:

(1) Pedestals ((2) Level 2 chargers) will be installed at the host location. CEV can elect to change the equipment depending on utility support transformer and supply chain availability.

5. COMMENCEMENT DATE:

The date that the EV Chargers open to the public (the “**Commencement Date**”) shall be within one hundred and fifty (150) days following the Initial Inspection Start Date, provided that no external permitting, utility or other requirements beyond CEV’s control delay the installation, despite the best efforts of CEV. CEV shall provide written notice of the Commencement Date to Host pursuant to Section 20 of this Agreement for record keeping purposes. In the event of a delay as described herein, CEV shall deliver written notice to Host pursuant to Section 20 and this notice shall provide the Commencement Date, which in no event shall be any later than two hundred (200) days following the Initial Inspection Start Date.

6. TERM:

A. The initial term of the Agreement shall expire ten (10) years from the Commencement Date (the “Initial Term”). Thirty (30) days prior to the expiration of the Initial Term, CEV may elect to extend the Agreement and such extension shall be for an additional period of five (5) years (the “Renewal Term” and together with the Initial Term, the “Term”). Following the Renewal Term, any further renewals will be subject to mutual agreement between CEV and Host and may be of any duration agreed upon by the Parties. In the event Host wishes to sell or transfer of the Premises by Host while the Agreement is in effect, Host shall either assign this Agreement to the prospective buyer, which assignment shall be effective upon the sale or transfer of the Premises, or terminate this Agreement in accordance with Section 7 below. Host grants exclusive EV charging stations to CEV within the parcel ID number location(s) identified in this lease agreement.

7. EARLY TERMINATION:

A. If at any time after the 36th month of the Term, the EV Chargers at the Premises are performing at an average of fewer than 50 kilowatt hours per month over any period of six (6) consecutive months, CEV shall have the right to terminate this Agreement by providing Host written notice (the “Termination Notice”) pursuant to Section 20 of this Agreement at least sixty (60) days in advance of the termination date, which shall specify the effective date of CEV’s termination of this Agreement (“Termination Date”). As of the Termination Date, this Agreement shall terminate and neither Party shall thereafter have any further rights or obligations hereunder, except that CEV shall pay all monies owed pursuant to Section 11 of this Agreement through the Termination Date, and this Agreement shall be of no further force and effect.

B. If Host elects to terminate the Agreement prior to the expiration of the Term, Host must provide written notice to CEV pursuant to Section 20 of this Agreement (the "Termination Notice"), specifying the effective date of Host's termination of this Agreement.

i. Any termination without cause by the Host prior to the end of the one hundred and twentieth (120th) month of the Term, the Host is responsible to reimburse CEV for the full cost of any EV Rebate that CEV may have received, all costs CEV incurred for installing the EV Chargers on the Premises, and any costs for CEV to remove the Electrical Service Equipment, Electrical Infrastructure, Charging equipment, Utility equipment, decommissioning of equipment, bollards, foundations and EV Chargers from the Premises. In addition, Host shall pay CEV 50% of monthly gross sales from previous 90 days average, per month for remainder of the contract term.

ii. Host may terminate for cause without penalty as outlined below in (1), (2), and (3):

(1) In the event Host has not received payment under the terms of Section 11 of this Agreement by the tenth day of the calendar month, Host must provide written notice pursuant to Section 20 of this Agreement to CEV notifying CEV that it has not received payment. If CEV has not remitted the payment due to Host within thirty (30) days of the date of receipt of Host's notice, Host may terminate the Agreement for cause and without penalty.

(2) In the event that CEV has failed to properly maintain the EV Chargers, Host must provide notice pursuant to Section 20 of this Agreement to CEV. This notice shall provide information about the EV Charger(s) requiring maintenance. If CEV has failed to repair or replace the EV Chargers within thirty (30) days of receipt of the Host's notice, host may terminate the Agreement for cause and without penalty.

(3) Any other reason beyond Host's control, including but not limited to the acts or omissions of third parties, regulatory changes, civil disorder, labor strikes or disruptions, war, terrorism, pandemics, disease and natural disasters.

C. In all events of termination or expiration of this Agreement, the EV Chargers are owned by CEV and upon termination or expiration of the Agreement, CEV shall remove them and restore the Premises to the original condition.

D. The indemnity responsibilities as described in Section 15 of this Agreement survive termination.

8. UTILITIES:

CEV, if owning the utility, agrees to arrange and pay the charges for all utility services provided or used in or at the Premises during the Term. CEV shall pay Host directly if

service is owned by the Host company. In the event that utility services are disrupted and Host becomes aware of such disruption, Host shall use its best efforts to quickly notify CEV as soon as possible of the disruption. Host must provide CEV with a utility statement showing amount per kWh charged for reimbursement of utility cost. Usage will be reported on a quarterly basis with payment.

9. USE:

CEV shall use and occupy the Premises during the Term for electric vehicle charging services. All use of the Premises by CEV shall comply with applicable codes, laws, and ordinances.

10. CHARGING RATES:

CEV shall not charge over 150% above the cost of delivered power.

11. PAYMENT FOR CHARGING SERVICES:

CEV shall share 10% of the net operating profit (revenue less utilities, payment processing fees, software, maintenance, and other operating costs) generated from the EV chargers payable on the tenth day after the end of each quarter of the year. If the Term is renewed pursuant to Section 6 of this Agreement, during the first Renewal Term, CEV shall continue to pay 10% of the net operating profits on a quarterly basis, payable on the tenth day after the end of each quarter of the year. Payments shall be made via ACH, unless otherwise mutually agreed to by the parties.

12. MAINTENANCE:

CEV shall be responsible for maintaining the EV Chargers and Host shall not have any liability for damage to the EV Chargers unless such damage is caused by Host's gross negligence or willful misconduct. Notwithstanding the foregoing, Host must maintain the Premises and common areas of the Premises. Host agrees to coordinate any parking lot maintenance with CEV to ensure that charging stalls remain available as much as is reasonably feasible. CEV may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises from off-site. Host shall have no responsibility for the use or maintenance of security cameras and other equipment to monitor the Premises. All site equipment installed in relation to the charging infrastructure shall be maintained in good condition for the entire term of the Agreement.

13. HOST COVENANTS:

Host represents that it is the owner of the Premises and that this Agreement does not violate any agreement, lease or other commitment of Host. Host shall not take any action that would impair or interrupt the use of the Premises or the EV Chargers, except as necessary for Host to satisfy its obligations as a government entity. Host agrees to notify CEV within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises or EV Chargers, or (ii) it obtains knowledge of a needed repair to the Premises or EV Chargers. If non-electric vehicle motorists repeatedly park in the stalls dedicated to the EV Chargers ("Dedicated Stalls"), thereby impairing use of the Dedicated

Stalls, then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt, for which CEV shall bear the entire cost. Host shall use commercially reasonable efforts to actively monitor the Premises to ensure that use of the EV Chargers is not impaired. CEV shall not be responsible for any consequential or delay claims and damages arising out of the sites in any fashion regardless whether or not said claims are foreseeable.

14. SIGNAGE:

CEV signage to be installed at the Premises is represented in **Exhibit A** and shall include signs to identify Dedicated Stalls. Any material revisions or additions to the signage depicted in **Exhibit A** shall be subject to Host approval, which shall not be unreasonably withheld, conditioned or delayed. All signage shall be professionally prepared, installed and maintained at CEV's expense.

15. INDEMNIFICATION:

Except to the extent of any gross negligence or willful misconduct of Host, CEV hereby agrees to indemnify, hold harmless, the Premises, Host, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to CEV's use of the Premises. CEV shall promptly remove or bond any liens placed on the Premises as a result of any claims for labor or materials furnished to or for CEV at or for use on the Premises.

16. DESTRUCTION:

Upon total destruction of the Premises either Party shall terminate the Agreement by furnishing written Notice pursuant to Section 20 of this Agreement within thirty (30) days of such destruction.

17. INSURANCE:

CEV shall carry commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) for bodily injury or death. A certificate evidencing such insurance shall be delivered to Host upon completion of the EV Charger installation and from time to time thereafter as may be requested by Host. Upon request, CEV shall include Host as additional insured on its commercial general liability and umbrella insurance policies. CEV will also carry worker's compensation insurance in accordance with state and federal law.

18. CONFIDENTIALITY AND PUBLICITY:

Neither Party will use the other Party's name, trademark or logo without such other Party's prior written consent.

19. ENVIRONMENTAL MATTERS:

To the best of Host’s knowledge, Host believes that the Premises shall be delivered free of environmental contamination. CEV shall have no liability for any environmental contamination unless caused by CEV, its agents, employees or contractors.

20. NOTICES:

All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in this Section. Copies of such correspondence shall be delivered via email as well as a courtesy if an email address is provided, but email notification does not suffice as effective notice for the purpose of this Agreement. Host and CEV may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.

Lathrup Village, to:

Contact Name: _

Position:

Address:

Email:

Phone:

CEV, to:

Contact Name: Duane Lobbestael

Position: President

15045 Dixie Hwy Ste A, Holly, MI 48442

Email Address:

duane@statecontractingus.com

21. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and shall inure to the benefit of Host and CEV and their respective successors and assigns.

22. ARBITRATION:

If a dispute arises out of or relates to this Contract or the breach thereof or otherwise, and if the dispute cannot be settled through direct discussions the parties agree to first endeavor to settle the dispute by mediation under the construction industry mediation rules of the American Arbitration Association or privately before having recourse to arbitration. Thereafter, any remaining claims or disputes arising out of, or relating to,

this Contract or the breach thereof shall be decided by arbitration in accordance with the most current Construction Industry.

23. GOVERNING LAW, JURISDICTION AND VENUE:

Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted in state court in **Oakland** County in the State of Michigan, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

24. VOLUNTARY AND INFORMED EXECUTION:

The Parties acknowledge and agree that they have fully read, completely understand and voluntarily enter into and execute this Agreement, and acknowledge they have been represented and advised by counsel or had ample opportunity to be represented by counsel during the negotiations and drafting of this Agreement.

25. AMENDMENT:

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

26. SEVERABILITY:

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the Parties agree that such provision shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and that such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Signed copies transmitted electronically in PDF or similar format shall be treated as originals.

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written below.

Charge EV, LLC.

By: Duane Lobbestael
Its: President

Lathrup Village:

By:
Its:
Effective Date:

EXHIBIT A SIGNAGE CHARGING STATIONS

12" x 18" sign



EV Charging Parking Spaces will be clearly signed and striped to indicate reserved spaces.

Post height will be no taller than 72" h, Panel sign will be 12" w x 18" h x .125" d

SYMBOLS



AC Charger
(kW noted)



Service



Utility Pole



EV Charger:
(1) 80A 19.2kW Dual port charging station serving 2 spots

Utility Pole:
Existing Utility Pole w/transformer

Service:
New Service to be trenched/bored in from existing utility pole