

**XLR8 America Owned Charging Stations
Charging Station Site Host Agreement – Single Site**

This Charging Station Site Host Agreement (the “**Agreement**”) is effective as of [REDACTED] (the “**Effective Date**”) by and between **Tulare Local Healthcare District** (“**Landlord**”) and EVaaS Holding Corporation, a Nevada corporation, dba XLR8 America with its principal offices located at **1466 Pioneer Way, Suite 11, El Cajon, CA 92020**, (“**XLR8**”). XLR8 and Landlord are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**”.

WHEREAS, Landlord desires to place a public Charging Site on its Property (as defined herein) and XLR8 has agreed to promote the availability of public Charging Stations; and

WHEREAS, XLR8 will work with **Southern California Edison (SCE)** to oversee the construction of grid side and make ready improvements to facilitate said Charging Site(s);

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) **CONTACT INFORMATION:**

Landlord’s Address for Notices

Eva Berkan
Administrative Director
Tulare Local Healthcare District
1437 East Prosperity Ave. Tulare, CA 93274-7795
Direct Line: (559) 509-2574
Office: (559) 656-1301
EBerkan@TulareRegional.org
Tulare Local Healthcare District

XLR8’s Address for Notices

Attn: XLR America Contracts
XLR8 America
Email: contracts@xlr8america.com
1466 Pioneer Way, Suite 11
El Cajon, CA 92020

2) **SITE LICENSE FOR CHARGING STATION PREMISES:** Site License for Landlord’s Property listed in **Exhibit A** are incorporated into this Agreement by reference. Site License(s) shall include: (a) the name and address of the Property that is listed in Exhibit A or added to Exhibit A in a subsequent modification (“**Charging Station Premises**”) (b) a site plan description outlining the location and layout of the licensed premises (“**Charging Site**”), (c) a detailed scope of any work including any alternations to the premises, (d) a list of Electric Vehicle Charging Station (“**EVCS**”) and related equipment to be installed, and (e) signature and date lines for execution (**the “Site License Effective Date”**). The Charging Site, including the electric vehicle chargers, shall be owned and operated by XLR8. Any grid side or make ready improvements necessary to implement the Charging Site shall be owned and operated by Local utility.

3) **DUE DILIGENCE PERIOD:** A 120-day Due Diligence Period will commence upon the effective date of this Agreement. During this period, XLR8 reserves the right to terminate this Agreement if:

- a) XLR8 is unable to meet all necessary requirements to obtain permits and approvals from applicable governing authorities.
- b) XLR8, in its reasonable business judgment, determines that:
 - i) Completing XLR8’s work would result in substantial unanticipated costs; or
 - ii) There is insufficient demand for EVCS to justify the investment.
- c) XLR8 determines that the Utility’s timeline to provide the necessary equipment and power does not meet the requirements of its financial model.
- d) XLR8 is unable to secure committed funding for this project.
- e) All other condition precedents have not been met.

In the event that, after the completion of due diligence and execution of this Agreement, there occurs any material change in the projected costs of the project that is not the result of any action, omission, or fault of XLR8 such as, but not limited to, newly imposed or increased utility charges (e.g., the imposition of fees for transformer installation or upgrades), tariffs, taxes, regulatory fees, or other third-party costs that were not known or reasonably foreseeable as of the Effective Date, XLR8 shall have the right, in its sole discretion, to re-evaluate the economic viability of the project. If, based on such re-evaluation, XLR8 determines that the project is no longer commercially viable on substantially the same terms as originally contemplated, XLR8 may elect to terminate this Agreement by providing written notice to the other party. In such event, termination shall be deemed for cause, and XLR8 shall incur no liability, penalty, or obligation of any kind for such termination.

Should XLR8 choose to terminate this Agreement or any individual Site License pursuant to this Section, XLR8 shall provide written notice of termination to Landlord, with no further obligations on either Party with respect to any applicable Site License or if no Site License remains then with respect to this Agreement.

- 4) **CONSTRUCTION AND INSTALLATION:** The final design and placement of the Charging Site shall be agreed to by the Parties in writing prior to construction in the applicable Site License. Construction of the Charging Site is expected to commence when all lenders' conditions precedent is satisfied and funded, all necessary equipment and materials are acquired, engineering, permits and other local code requirements and documents are approved, and utility service is made available. XLR8 shall be responsible for all equipment, materials and services related to the Charging Site except those expressly listed herein as the responsibility of Landlord. XLR8 shall purchase and install pre-qualified electric vehicle charging equipment at the Charging Station Premises pursuant to the applicable Site License. Landlord shall permit reasonable access to XLR8 and its agents for the inspection, construction and maintenance of the Charging Site. XLR8 shall use commercially reasonable efforts to complete installation of the Charging Site within 60 days of the completion of all grid side and make ready improvements. A schedule of anticipated project milestones is included as **Exhibit B**. Installation work will be performed by qualified professionals. The cost of construction of the Charging Site and the purchase and installation of the related Charging equipment shall be funded by XLR8. XLR8 is entitled to retain all tax benefits associated with the Charging Site and to retain the cost reimbursements for the construction and equipping of the Charging Site under any other federal, state or private incentive and reimbursement programs relating to the construction, equipping and operation of the Charging Site.
- 5) **SCOPE CHANGE:** If Landlord requests changes to an EVCS installation site after the Site License Effective Date and XLR8 agrees to implement such changes (a "Scope Change"), Landlord shall be responsible for all associated costs unless otherwise mutually agreed upon in writing by the Parties. If Landlord fails to pay the Scope Change cost within forty-five (45) days of receiving XLR8's invoice, XLR8, at its sole discretion, may either (i) cancel the Site License and receive five percent (5%) of the projected installation cost as compensation, or (b) retain one hundred percent (100%) of revenue generated from the EVCS Charging Sessions until the Scope Change costs are fully recouped.
- 6) **RIGHTS TO LAND:** Landlord grants (for the duration of this Agreement and up to ninety (90) days thereafter) to XLR8 sufficient land rights (whether through an easement, right of entry, lease, or otherwise) to the Charging Station Premises sufficient to access, occupy, construct, operate, maintain, and remove the XLR8 Improvements, to be recorded in the relevant county recorder's office prior to construction. XLR8 may terminate this Agreement by written notice if Landlord fails to grant land rights to XLR8's satisfaction. XLR8 shall comply with all of Landlord's rules and regulations regarding entry to the Property.
- 7) **CHARGING SITE FOOTPRINT:** The Charging Site footprint shall reflect the applicable site profile approved and as may be modified by the applicable Site License. Parking spaces with chargers shall serve as dedicated charging stalls to be used only by electric vehicles ("**Dedicated Stalls**"). The Dedicated Stalls

and any applicable restrictions shall be identified by signage substantially similar to the signage depicted in **Exhibit C**.

- 8) **TERM:** This Agreement shall continue until the Term of the last Site License expires. Each Site License shall have an initial term of ten (10) years, commencing on the date the EVCS becomes fully operational and certified by the governmental authority for public use (“**EVCS Commencement**”). Thereafter, it shall automatically renew, up to two (2) times, for a period of five (5) years at the then current rental rate plus any yearly increases unless XLR8 provides written notice of cancellation to Landlord at least ninety (90) days prior to the expiration of the then-current term.
- 9) **SALE or TRANSFER:** In the event of a sale or transfer of a Property or the Charging Station Premises by Landlord while this Agreement is in effect, the sale or transfer thereof shall be subject to the terms of this Agreement and XLR8’s rights hereunder must be assumed by the purchaser or transferee of the Property or Charging Station Premises; and conveyed with the Property or Charging Station Premises. Landlord shall provide written notice of the intended sale or transfer of the Property or Charging Station Premises at least sixty (60) days prior to sale or transfer thereof, with confirmation that XLR8’s rights are to be assumed by such purchaser or transferee, subject to any confidentiality requirements. Upon expiration or termination of this Agreement, XLR8 shall remove any equipment from Charging Site owned by XLR8 or its suppliers and restore the Property to a commercially reasonable condition it was as of the start of the EVCS installation, excluding wear and tear as well as any trenching or boring that may have had to be done. Furthermore, irrigation and landscaping are excluded from XLR8’s responsibilities.
- 10) **REVENUE SHARE:** In order to allow sufficient ramp up time to be listed on public EV Charging Network websites, including but not limited to PlugShare, Google, and similar platforms, any applicable rent and/or revenue share detailed in Exhibit A will commence 120 days after the EVCS becomes fully operational and certified by the governmental authority for public use.
- 11) **EXCLUSIVE GRANT:** Landlord hereby agrees to the following terms of exclusivity:
 - a) **Exclusive EVCS:** XLR8 is the sole provider of EVCS services for Landlord’s Property and has the exclusive right to design, construct, install, own, operate, commercialize, maintain, repair, upgrade, replace, disconnect, and remove the EVCS at the Property.
 - b) **EVCS Architecture:** XLR8 shall leverage its industry expertise to assess site location data and determine the optimal EVCS equipment for the initial installation at the Property, subject to Landlord’s approval, which shall not be unreasonably withheld. Additionally, XLR8 shall have the right, subject to available space, additional rent, and Landlord’s approval not unreasonably withheld, to install additional EVCS at the Property if justified by increased charging session activity or rising traffic patterns on the premises or in the surrounding area.
 - c) **Exclusive Rights to EVCS Charging Sessions:** Landlord covenants and agrees that all EVCS Charging Sessions at the Property shall be conducted exclusively through the EVCS installed and operated by XLR8. Landlord shall not permit or engage in the sale of electric fuel, battery power, or any similar product or service, nor allow the installation or operation of any competing EVCS or similar equipment by any other party;
 - d) **Right of First Refusal:** During the Term of this Agreement, if Landlord acquires additional Properties, and provided XLR8 is not in default, Landlord grants XLR8 the right of first refusal to install and operate EVCS at the subsequent acquired Properties. Any such Properties shall be governed by a Site License and incorporated into Exhibit A of this Agreement;
 - e) **Right to Install Energy Efficiency Solutions:** In addition to installing EVCS equipment, XLR8 America shall have the right with Landlords sole permission, which shall not be unreasonably withheld,

to install network solutions or other solutions that enhance energy efficiency through alternative power reduction or storage systems; and

- f) **Right to Offset EVCS Investment:** XLR8 America is granted the right to offset its EVCS investment through non-competing advertising or other revenue-generating systems and products.

For the avoidance of doubt, XLR8 acknowledges the Property may be leased rather than owned by Landlord and may be subject to existing lease terms. Therefore, the Landlord shall be responsible for securing any necessary authorizations and rights from the applicable Lessors on behalf of XLR8 prior to executing this Agreement or any subsequent Site License.

- 12) **COMPLIANCE WITH APPLICABLE PUBLIC UTILITIES COMMISSION REQUIREMENTS:** XLR8 agrees and acknowledges that it must abide by all applicable requirements prescribed by local utilities including but not limited to data reporting, maintenance and technical requirements. XLR8's material failure to abide by such requirements constitutes a breach of this Agreement and XLR8 shall be accorded sixty (60) days to remedy any such breach.
- 13) **UTILITIES:** XLR8 agrees to arrange and pay the costs for the utility services provided or used in or at the Charging Station Premises during the Term for operation of the Charging Site. XLR8 shall request that any utilities required for the Charging Site shall be separately metered from the Landlord's meter and XLR8 will pay directly to the utility company the cost of any and all such utility services. In the event a separate meter provided by the utility company is not feasible or permitted by the utility company, then Landlord will permit XLR8 to sub-meter those portions of the electric panel(s) used and provide a monthly detailed report and accounting of kWh consumed, along with payment to the Landlord based on the Landlord's kWh costs.
- 14) **USE:** The Charging Station Premises shall be used as a public Charging Site during the Term. XLR8 may, at its discretion, charge fees for members of the public to use electric vehicle charging services at the Charging Site.
- 15) **GENERAL COMPLIANCE:** Each party shall comply with the laws and regulations applicable to the parties and each of their obligations under this Agreement.
- 16) **TAXES:** XLR8 shall be responsible for paying any taxes assessed against the Charging Station(s) directly to the taxing authority.
- 17) **INTERFERENCE:** From the Effective Date of this Agreement, Landlord shall not install or permit the installation of any structure or equipment that obstructs or interferes in any way with the Charging Site, including XLR8's operation of its Equipment (each, an "Interference"). If an Interference persists for more than twenty-four (24) hours after Landlord receives written notice, Landlord shall take all necessary steps to eliminate the Interference, including requiring any third party to cease operation or relocate the source. Landlord shall compensate XLR8 the greater of (a) one hundred dollars (\$100.00) per affected EVCS per day or (b) XLR8's lost gross profit per day based on the past six (6) month's average daily kWh consumption, multiplied by the customers selling price (excluding any discounts), and then multiplied by sixty (60) percent, with payment due within thirty (30) days of XLR8's invoice. Alternatively, Landlord may elect to extend the Term of the site of the Property by the amount of days that the EVCS was not available for use.
- 18) **RELOCATION OF THE CHARGING STATION PREMISES:** If Landlord decides to redevelop the Property and such redevelopment would impact the Charging Station Premises or use of the Charging Site, then Landlord may request XLR8, at Landlord's sole cost and expense, to relocate the Charging Station Premises to another area on the Property so long as it is similar to the Charging Station Premises in size and accessibility by the public and such area shall replace the existing Charging Station Premises under this

Agreement. Rent will be abated and the Term of the applicable Site License shall be extended by the amount of days that the EVCS were not operational as a result of the relocation. Any relocation of the Charging Station Premises must be approved in writing by XLR8.

- 19) **CONDEMNATION:** If at any time any portion of the Charging Station Premises is condemned or taken by any governmental authority, XLR8 shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation for the damages relating to the use of the Charging Site in connection with this Agreement, which shall be payable to XLR8.
- 20) **ASSIGNMENT:** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by a Party (whether by operation of law or otherwise) without the prior written consent of the other Party; provided, however, that (1) a Party may assign without the prior written approval of the other Party all or any portion of the assigning Party's rights under this Agreement to any subsidiary or affiliate of the assigning Party, but such assignment shall not relieve the assigning Party of its obligations hereunder, and (2) a Party may assign this Agreement without the prior written approval of the other Party to a person or entity into which the assigning Party has merged or which has otherwise succeeded to all or substantially all of the assigning Party's business and assets, and which has assumed in writing or by operation of law the assigning Party's obligations under this Agreement. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.
- 21) **MAINTENANCE:** XLR8 shall be responsible for maintaining and repairing the Charging Site and Landlord shall not have any liability for damage to same unless such damage is caused by Landlord or Landlord's contractors' negligence or willful misconduct. XLR8 shall use commercially reasonable efforts to repair or replace any malfunctioning or damaged Local Utility shall be responsible for maintaining and repairing any grid side and/or make ready improvements at the Charging Station Premises that were constructed or installed by Local Utility. Landlord shall permit reasonable access to XLR8 and its agents for the inspection, maintenance, repair or removal of such improvements. Landlord's normal responsibility to maintain the Property shall also apply to the Charging Station Premises, such as for debris and garbage collection and removal, and pavement and concrete repairs including but not limited to stencils, striping, and signage. All equipment installed in relation to the Charging Site shall be maintained by XLR8 in good condition for the entire Term of this Agreement. If Landlord's routine property maintenance, repair, or replacement activities prevent XLR8 from operating any EVCS, Landlord shall compensate XLR8 the greater of (a) one hundred dollars (\$100.00) per affected EVCS per day or (b) XLR8's lost gross profit per day based on the past six (6) month's average daily kWh consumption, multiplied by the customers selling price (excluding any discounts), and then multiplied by sixty (60) percent, with payment due within thirty (30) days of XLR8's invoice. Alternatively, Landlord may elect to extend the Term of the site of the Property the by the amount of days that the EVCS was not available for use.
- 22) **LANDLORD REPRESENTATIONS:** Landlord represents that they are the owner of the Property and that this Agreement does not violate any agreement, lease or other commitment of Landlord. To the extent there are any existing property rights of others that Landlord fails to disclose prior to the execution of this Agreement, Landlord is responsible for any associated costs and expenses. Landlord shall not take any action that would unduly impair or interrupt the use of the Charging Station Premises or Charging Site. Landlord, or its designee, shall use commercially reasonable efforts to actively monitor the Charging Station Premises to ensure that use of the Charging Site is not impaired.
- 23) **XLR8'S REPRESENTATIONS AND WARRANTIES:** XLR8 represents and warrants it will:
- a) Comply with all applicable laws and regulations in connection with this Agreement; and
 - b) Perform all services and operate the EVCS professionally, diligently, and in accordance with industry standards and the required Service Level Agreement ("SLA") outlined in Exhibit D.

- 24) **GOVERNMENT APPROVALS:** “GOVERNMENTAL AUTHORITY” MEANS ANY: (I) FEDERAL, STATE, COUNTY, MUNICIPAL, TRIBAL, OR OTHER LOCAL GOVERNMENT AND ANY POLITICAL SUBDIVISION THEREOF HAVING JURISDICTION OVER THE PARTIES OR THIS AGREEMENT; (II) COURT OR ADMINISTRATIVE TRIBUNAL EXERCISING PROPER JURISDICTION; OR (III) OTHER GOVERNMENTAL, QUASI-GOVERNMENTAL, SELF-REGULATORY, JUDICIAL, PUBLIC, OR STATUTORY INSTRUMENTALITY, AUTHORITY, BODY, AGENCY, BUREAU, OR ENTITY OF COMPETENT JURISDICTION. “APPLICABLE LAW” MEANS ANY RELEVANT FEDERAL, STATE, OR LOCAL ACT, LAW, STATUTE, ORDINANCE, BUILDING CODE, RULE, REGULATION, OR PERMIT, OR ANY ORDER, JUDGMENT, CONSENT, OR APPROVAL OF ANY GOVERNMENTAL AUTHORITY HAVING JURISDICTION OVER THE PARTIES OR THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT EVAAS’S ABILITY TO LAWFULLY USE THE PREMISES IS CONTINGENT UPON XLR8 OBTAINING ALL CERTIFICATES, PERMITS, APPROVALS, AND OTHER AUTHORIZATIONS THAT MAY BE REQUIRED BY ANY GOVERNMENTAL AUTHORITY IN ACCORDANCE WITH APPLICABLE LAW (COLLECTIVELY, THE “GOVERNMENTAL APPROVALS”). LANDLORD HEREBY AUTHORIZES EVAAS, AT EVAAS’S SOLE COST AND EXPENSE, TO FILE AND SUBMIT FOR GOVERNMENTAL APPROVALS. LANDLORD SHALL: (A) COOPERATE WITH XLR8 IN EVAAS’S EFFORTS TO OBTAIN SUCH GOVERNMENTAL APPROVALS; AND (B) PROMPTLY EXECUTE AND DELIVER ALL DOCUMENTS NECESSARY TO OBTAIN AND MAINTAIN THE GOVERNMENT APPROVALS. LANDLORD SHALL NOT TAKE ANY ACTION THAT WOULD ADVERSELY AFFECT EVAAS’S ABILITY TO OBTAIN AND/OR MAINTAIN THE GOVERNMENTAL APPROVALS.
- 25) **ALTERATIONS:** Landlord shall not make or permit to be made any alterations, changes in, or additions to the Charging Station Premises that impair the use of the Charging Site without the prior written consent of XLR8. Any maintenance or repair of the Charging Site or feeding utilities shall not be deemed material alterations, changes or additions.
- 26) **SIGNAGE:** Signage to be installed at the Charging Station Premises must be substantially similar to the signage depicted in **Exhibit C** and shall include signs to identify Dedicated Stalls. XLR8 shall affix (and maintain in a readable manner) an adhesive decal with the Landlords logo, to be provided by XLR8, on the front of each charger. All signage shall be installed and maintained by XLR8.
- 27) **INSURANCE:** XLR8 shall, at its sole expense, maintain the following insurance coverages throughout the Term of this Agreement and for at least two (2) years after its expiration or termination:
- a) **XLR8’s Insurance Requirements:**
- i) **Commercial General Liability Insurance:** Coverage shall include property damage, personal and advertising injury, independent contractors, products and completed operations liability, and contractual liability, with limits of \$1,000,000 per occurrence and in the aggregate. These limits may be achieved through a combination of primary and umbrella/excess liability coverages.
 - ii) **Commercial Automobile Liability Insurance:** Coverage for owned, non-owned, and hired vehicles, including bodily injury and property damage, with a combined single limit of \$1,000,000 per accident.
 - iii) **Workers’ Compensation Insurance:** Coverage shall be maintained at statutory limits as required by applicable law. Employer’s liability coverage shall include:
 - \$500,000 for bodily injury by disease per person
 - \$500,000 for bodily injury by accident (policy limit)
 - \$500,000 for bodily injury by disease (policy limit)
 - iv) **Technology Errors and Omissions Insurance:** Coverage for errors, omission, and technology-related liabilities, with a limit of \$1,000,000 per occurrence.

- v) **Network Security& Data Privacy Insurance:** Either as a standalone policy or as a specific sub-limit within the Technology Errors and Omissions policy, with a limit of \$1,000,000 per occurrence.
- vi) **Crime/Employee Dishonesty Insurance:** Coverage against losses caused by fraudulent or dishonest acts of employees, with a limit of \$1,000,000 per occurrence.
- vii) **Umbrella/Excess Liability Insurance:** An additional umbrella policy providing \$2,000,000 in coverage.

b) XLR8's insurance policies shall:

- i) Maintain a minimum A.M. Best rating of A- (V) or higher at all times during the Term of this Agreement;
- ii) Except for Worker's Compensation, Technology Errors and Omissions, and Network Security& Data Privacy policies, include Landlord, its parent, affiliates, subsidiaries, and franchisees as additional insureds on a primary and non-contributory basis;
- iii) Include a waiver of subrogation in favor of Landlord; and
- iv) Provide a minimum of thirty (30) days prior written notice to Landlord in the event of cancellation or material modification.

XLR8 shall furnish Landlord with a certificate of insurance evidencing the required insurance coverage prior to commencing work. XLR8 is responsible for notifying Landlord of any changes or renewals to its insurance policies and shall require all permitted subcontractors to maintain the same insurance requirements.

c) Landlord's Insurance Requirements: Landlord shall, at its sole expense, maintain the following insurance coverage throughout the Term of this Agreement and for at least two (2) years after its expiration or termination:

- i) **Commercial General Liability Insurance:** Coverage of not less than:
 - \$1,000,000 per occurrence.
 - \$2,000,000 aggregate.

All such policies shall include XLR8 as an additional insured. Upon written request, Landlord shall provide XLR8 with a certificate of insurance certifying that the required coverage is in place.

28) **INDEMNIFICATION:** Except to the extent of any negligence or willful misconduct of Landlord or Landlord's contractors or its employees, agents and contractors (collectively with Landlord, "Landlord Parties"), misuse of the Charging Station Premises, property damage or bodily injury caused by any Landlord Parties, any alleged or actual intellectual property infringement by any Landlord Parties or any breach or default of Landlord under this agreement, XLR8 hereby agrees to indemnify, hold harmless, and defend Landlord, its managers, members, agents, and representatives from all liability, damages, loss, costs, and obligations, including court costs and reasonable attorney's fees, to the extent arising out of any claim of any third -party directly related to or arising out of XLR8's, or its employees, agents and contractors (collectively with XLR8, "XLR8 Parties"), misuse of the Charging Station Premises, property damage or bodily injury caused by any XLR8 Parties, any alleged or actual intellectual property infringement by any XLR8 Parties or any breach or default of XLR8 under this agreement. Except to the extent of any negligence or willful misconduct of XLR8 or its contractors and employees, Landlord hereby agrees to indemnify, hold harmless, and defend XLR8, its directors, officers, employees, consultants, contractors, agents, and representatives from all liability, damages, loss, costs, and obligations, including court costs and reasonable attorney's fees, on account of or arising out of or alleged to have arisen out of directly or indirectly, any claim of any third party related to the acts or omissions under this Agreement of Landlord or anyone for whom Landlord is responsible.

The indemnification obligations set forth in this Section are subject to the indemnified party: (i) promptly notifying the indemnifying party of the claim in writing, provided, however, that any failure of the indemnified

party to provide prompt written notice pursuant to this Section shall excuse the indemnifying party only to the extent that it is prejudiced thereby; (ii) providing the indemnifying party, at its sole cost and expense, with reasonable cooperation in the defense of the claim; and (iii) providing the indemnifying party with sole control over the defense and negotiations for a settlement or compromise of the claim, provided that the indemnifying party may not settle any claim against the indemnified party without the indemnified party's prior, written consent and approval, not to be unreasonably withheld or delayed.

29) **DESTRUCTION:** If there is a total destruction of the Charging Station Premises, then XLR8's will provide thirty (30) days written notice from such destruction to either terminate the applicable Site License or rebuild the Charging Station Premises.

30) **REMEDIES:** Landlord and XLR8 acknowledge and agree that if any dispute shall arise between the Parties in connection with or arising out of this Agreement ("Dispute"), the Parties agree to attempt to resolve the Dispute through direct good faith negotiations followed by non-binding mediation within thirty (30) calendar days after the Dispute has been brought by a Party to the attention of the other Party before initiating any legal proceeding.

31) **FORCE MAJEURE.** Neither Party shall be liable for failure or delay in performance due to acts of God or the public enemy, good faith compliance with any lawful governmental order, fires, riots, labor disputes, unusually severe weather, utility interruptions and delays, or any other cause beyond the reasonable control of a Party. The affected Party shall promptly notify the other Party in writing, describing the cause and the estimated duration of delay. The affected Party shall use commercially reasonable efforts to avoid or remove such cause and continue performance. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event.

32) **CONFIDENTIALITY:**

- **Confidential Information:** XLR8 and Landlord shall each require its shareholders, directors, officers, partners, employees, invitees, and agents to treat as confidential and proprietary all nonpublic information of Landlord or XLR8 that is either (i) marked as confidential, (ii) identified as confidential at the time of disclosure and confirmed in writing within a reasonable period thereafter, or (iii) reasonably understood to be confidential even if not explicitly marked ("Confidential Information").
- XLR8 and Landlord, along with their representatives, and affiliates shall take all necessary measures to maintain the strict confidentiality of such Confidential Information and use it solely to perform this Agreement. Confidential Information shall not be disclosed to any third party without prior express written consent of XLR8 or Landlord as applicable. In the event of a sale or acquisition of XLR8 or Landlord, this Agreement and any associated Site License and related terms may be disclosed to potential purchasers with XLR8 or Landlord's written consent as applicable. Consent by either Party shall not be unreasonably withheld.
- **Agreement Confidentiality:** To the extent allowed under the law, both Parties agree to maintain the confidentiality of this Agreement, any Site License, and all related documentation and communications, except as necessary for disclosure to the Parties' respective lenders, accountants, legal counsel, and potential purchasers so long as those Parties' respective lenders, accountants, legal counsel, and potential purchasers are bound by similar confidentiality agreements owed to the discloser. Notwithstanding the foregoing, either Party may share copies of this Agreement with utility providers or governmental authorities as reasonably required to fulfill or effectuate the intents and purposes of this Agreement. If either Party desires to disclose any portion of this Agreement to a third party not expressly mentioned in this section or that is not bound to the disclosing Party by similar confidentiality restrictions, prior written consent from the other Party is required.

- 33) **ADVERTISING AND PUBLICITY:** Landlord will not use XLR8's name, trademark, or logo without prior written consent.
- a) **Advertising and Publicity Rights:** XLR8 may advertise the EVCS and related services at the Property in accordance with the permitted uses outlined in this Agreement. Landlord grants XLR8 and any third parties funding the EVCS the right to take, use, and publish photographs of the EVCS, as well as Landlord's name, logo, and relevant project information, for inclusion in printed and electronic materials, websites, and promotional content. Without prior approval from Landlord, XLR8 may disclose that its services are available at the Property, along with relevant details such as operating hours and accessibility. Subject to Landlord's approval on a case-by-case basis, XLR8 may issue general press releases and statements and host press conferences through traditional and digital media, including websites created by XLR8 or third parties, regarding the execution of this Agreement and the progress of related activities. On-site outreach events, training sessions, and marketing are allowed but must be coordinated with and approved by Landlord.
 - b) **EV Charging Network Listings:** XLR8 may list Landlord and the Property on public EVCS locations on public EV Charging Network websites, including but not limited to PlugShare, Google, and similar platforms, within a reasonable time after the EVCS becomes operational.
 - c) **Use of Landlord's Logo:** During the Term, Landlord grants XLR8 a non-exclusive, non-transferable, limited right to use the trademarks and logos as specified in Exhibit F (individually and collectively, the "Marks") solely in connection with the EVCS. XLR8 shall submit proposed uses of the Marks to Landlord for approval before implementation. Any use of the Marks that is unrelated to the EVCS requires prior written approval by Landlord. XLR8 acknowledges that all rights, title, and interest in the Marks, including associated goodwill, remain Landlord's sole and exclusive property. Landlord represents and warrants that it owns the Marks and has the authority to grant the rights outlined herein. Upon expiration or termination of this Agreement, XLR8 shall immediately cease all use of the Marks.
- 34) **DEFAULT:** Either party may be found in default ("**Defaulting Party**") due to (i) the Defaulting Party's inability to perform any of its obligations hereunder or failure to comply with any of the material terms and conditions hereof or (ii) the Defaulting Party becoming insolvent or bankrupt. The Defaulting Party has thirty (30) days to cure the default after the receipt of written notice thereof. However, if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period and the defaulting Party commences to cure within the thirty (30) day period and proceeds with diligence and continuity, then such Party shall have additional time to cure as is reasonably required. The default will be considered cured upon delivery of written notice by the Defaulting Party describing the implemented measures resulting in resolution and providing evidence of the resolution, and this Agreement will persist according to the Term herein. If the default is not cured within the allotted timeframe, the other party may choose to either continue this Agreement and any Site License or terminate the applicable Site License in default upon written notice to the Defaulting Party.
- 35) **TERMINATION:** Upon termination of the Agreement, XLR8 will remove EVSE from the premises and may remove a portion of the utility facilities installed for the operation of the Charging Site. Underground utility facilities including, but not limited to, conduit, wire, foundations and vaults may be abandoned in place and made safe at the option of XLR8. Landlord will take ownership thereof and assume all liability once XLR8 vacates the Charging Site.
- a) In the event of Landlord's early termination for one or more Property, Landlord shall pay XLR8 all outstanding amounts owed for the affected Property as of the termination date, plus all actual costs incurred due to the termination, including but not limited to the EVCS removal and property remediation. Additionally, Landlord will pay a fee of five thousand dollars (\$5000) per level 3 port in each parking stall, times each year remaining in the Term at the time of termination and/or six hundred

dollars (\$600) per level 2 port in each parking stall, times each year remaining in the Term at the time of termination. Payment is due within thirty (30) days of XLR8's invoice. Furthermore, Landlord is prohibited from entering into any EVCS Agreement for the Property until the original Term and renewal Term, whether or not exercised, would have expired. The foregoing notwithstanding, no early termination fee is owed pursuant to this Section in the event that Landlord terminates a particular Site License due to XLR8's uncured material default that is beyond the provided cure period.

b) For illustration purposes of how the per port termination fee described above in this Section works, if there were four (4) level 3 ports in the parking spaces at the time of an early termination with seven years remaining on the term, then the per port termination fee would be calculated as 4 times \$5000 times 7 years = \$140,000.

- 36) **RELEASE AND WAIVER; LIABILITY:** Neither Party shall be liable for speculative, indirect, consequential, or punitive damages. The foregoing notwithstanding, Landlord may be liable for penalties incurred for interfering with the use of the EVCS as described in Sections 16 and 20 with respect to relocation or interference or as a result of the early termination penalty incurred by Landlord as described in the termination Section 34 of this Agreement.
- 37) **ENVIRONMENTAL MATTERS:** The Charging Station Premises shall be delivered free of environmental contamination. XLR8 shall have no liability for any environmental contamination at the Property or Charging Station Premises unless caused by the negligence or willful misconduct of XLR8, its agents, employees or contractors. During the Term, Landlord is responsible for remediating any pre-existing contamination or any contamination. XLR8 shall have no liability for diminution in value of the Property as it relates to environmental contamination.
- 38) **NOTICES:** All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by an overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in Section 1 above. The Parties may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.
- 39) **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of Landlord and XLR8 and their respective successors and assigns.
- 40) **GOVERNING LAW:** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Nevada without giving effect to its choice or conflict of law provisions.
- 41) **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.
- 42) **COMPLETE AGREEMENT:** This Agreement constitutes the entire understanding between the Parties regarding the matters contained herein and may only be amended by written agreement signed by both Parties.
- 43) **AMENDMENTS:** Any changes, modifications, or amendments to the Agreement are not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.
- 44) **NO THIRD-PARTY BENEFICIARIES:** Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a Party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

45) **NO WAIVER:** The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.

46) **JURY TRIAL WAIVER:** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

47) **ATTORNEYS' FEES:** If either Party initiates legal action to enforce or interpret this Agreement or for breach of any covenant, the prevailing Party shall be entitled to recover its costs, expenses, and reasonable attorneys' fees at both at trial and on appeal, in addition to any other remedies allowed by law.

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

LANDLORD: _____

Printed Name

Title (if applicable)

Signature

Date

XLR8 America

Frank O'Connor

CEO

Signature

Date

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Exhibit A **Site License**

Installation Scope (Subject to Engineering Study)

XLR8 shall install a combination of Level 2 and Level 3 EV charging ports, with the final number, type, and power ratings to be determined based on the results of a comprehensive engineering, electrical capacity, and utility interconnection study.

For planning purposes only, the anticipated configuration may include:

- Approximately four (4) Level 2 charging ports, up to 50 kW aggregate capacity, and
- Approximately two (2) Level 3 DC fast charging ports, up to 350 kW per port,

provided, however, that the final installation may include more or fewer charging ports, and different power allocations, as deemed technically feasible, commercially reasonable, and approved by XLR8 following completion of the engineering study.

No specific quantity, charger type, or power level is guaranteed unless expressly set forth in a mutually executed written agreement.

Charging Station Premises and Property

Location:

Tulare Local Healthcare District
1437 East Prosperity Ave. Tulare, CA

Total Charging Revenue – Direct Power Costs – Processing Fees (~7%) = Shareable Revenue You receive 10% of shareable revenue, aligning our success directly with yours.

Space Rental – Guaranteed Monthly Income Prefer a fixed monthly payment? We offer \$100 per parking space, per month, beginning 90 days after system activation. This model provides predictable, risk-free income, though with a lower ceiling than revenue share.

3. Hybrid Model – Best of Both Worlds

This option combines the two approaches:

- Guaranteed \$50 per space/month, plus
- 10% revenue share on all usage above a 20% utilization threshold.

It provides consistent baseline income with performance-based upside.

The above site will be deployed to handle ____ parking stalls along with potential future proofing for up to an additional ____ parking stalls based on final field and viability analysis. Additional growth will be driven by usage.

The expected charging placement shown below is provisional, as the actual location may change based on further information from utilities and municipalities.

Exhibit B
Project Milestones

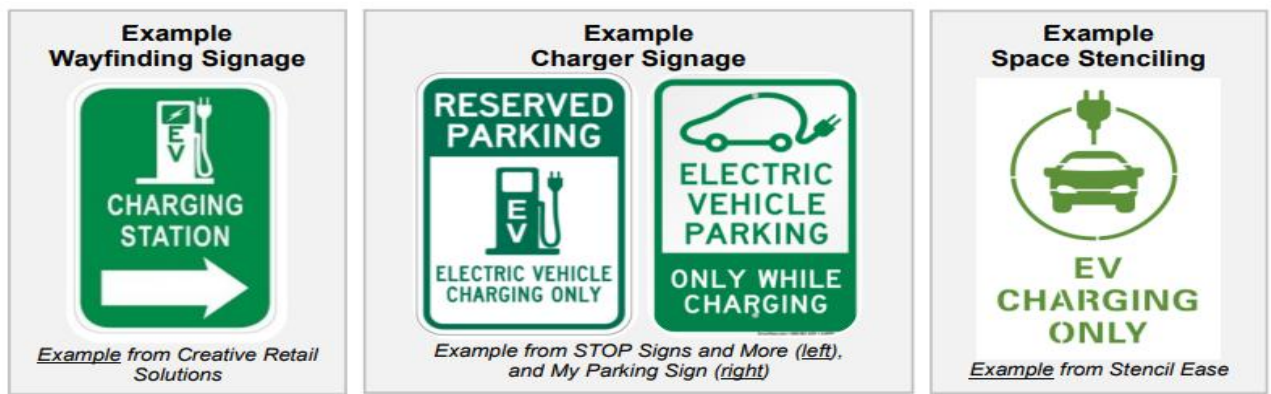
- 1) Site Host Agreement and Right of Entry Agreement signed.
- 2) Formal grid-side planning initiated by local Utility to reserve power and determine necessary grid-side upgrades, if any.
- 3) Engineering, Procurement, and Construction (EPC) contractor is awarded contract by XLR8 and begins site design and pre-construction efforts, if any.
- 4) Site License acceptance for grid-side work signed by XLR8
- 5) Site Design Package for final design of grid-side and make-ready work signed by XLR8.
- 6) Construction of grid-side and make-ready work completed by XLR8's EPC contractor(s).
- 7) Construction of charging infrastructure completed by XLR8's qualified contractor.
- 8) Site completed and commissioned.
- 9) Project commissioning close out. The project may be selected for an inspection at random to verify compliance with all applicable grant requirements.
- 10) Project reporting starts and will continue to remain in compliance with the annual reporting and uptime requirements. XLR8 is responsible for ongoing operations and maintenance.

Exhibit C
EV Charging Site Signage & Branding Guidance

Site Signage Guidance. To help drivers efficiently find electric vehicle (EV) charging stations, site hosts should implement wayfinding signage in the parking area directing drivers towards charging. Additional signage at each charging stall with a charger and stenciling on the parking spot helps all drivers, including drivers of gas-fueled vehicles, understand charging stalls are for EV charging only. Selecting signage focused on ‘charging’ instead of ‘parking’ may help reduce the number of EVs parking at the chargers without actively charging.

EV charging spaces are commonly painted all green and then stenciled with white EV specific messaging and/or images. At a minimum, site hosts should stencil an EV specific image on each charging stall using white or green paint. Note, stenciling is not a best practice if the parking area is gravel or another permeable material with distinct gaps between components which would obfuscate a stenciled image.

All signage should be green and white to ensure consistency with industry standards and clearly differentiate from the blue markings used for accessible parking. In addition, selecting signage with EV imagery will help Landlords who are not fluent in written English identify designated EV charging stalls. The example signage included in this document is representative of best practices in EV sign design but is not prescriptive.



Site Branding Guidance. XLR8 will provide a durable outdoor sticker to be placed on the front (screen side) of each EV charging station provided by XLR8. XLR8 will make stickers available upon incentive package approval, and sticker printing costs will be covered by XLR8. Detailed guidance on placement specific to the charger model selected will be shared when stickers are provided.

Exhibit D
Service Level Agreement (SLA)

MAINTENANCE OF EVCS: XLR8 shall be solely responsible for the maintenance and upkeep of the EVCS throughout the Term of this Agreement, with Landlord bearing no liability for any maintenance, repairs, or operational issues related to the EVCS. If the same EVCS hardware component or its embedded software malfunctions, becomes defective or requires repairs three (3) times within a twelve-month (12) period, XLR8 shall replace it at no cost to Landlord.

XLR8 shall be responsible for all other EVCS-related maintenance, including vandalism and graffiti removal as needed.

XLR8 will use reasonable efforts to ensure 97% uptime per **Charging Site excluding acts of vandalism, theft as well as Force Majeure calculated on an annualized basis.**

Response Times: XLR8 will respond and schedule within the same day

- **Priority 1:** If 50% or more of the charging ports* on site are offline, repairs must be initiated within 48 hours.
- **Priority 2:** If 25% or more of the charging ports are offline, repairs must be initiated within 5 days.
- **Priority 3:** If less than 25% of the charging ports are offline, repairs must be initiated within 10 days.

Repairs must be completed within 7 days from the initial visit unless an acceptable delay beyond XLR8's control, is documented and approved by Landlord; such approval shall not be unreasonably withheld.

*A **charging port** is a connection point that supplies power to one electric vehicle at a time. Some EVCS have a single port, while others feature dual ports, allowing two vehicles to charge simultaneously.