

GEORGIA POWER COMPANY
CHARGING STATION LICENSE AGREEMENT

Lowndes County, Georgia ("Licensor"), and GEORGIA POWER COMPANY, a Georgia corporation ("GPC"), hereby enter into this **Charging Station License Agreement** (the "License") as of April 12, 2022 (the "Effective Date"). In consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Licensor and GPC (collectively, the "Parties") acknowledge and agree as follows:

PART 1 LICENSE GRANT; COVENANTS

1.1 Premises; License Area. Licensor is the fee owner of the property located at 327 North Ashley Street, Valdosta, Georgia and further described or depicted in **Exhibit A** attached hereto (the "Premises"), and Licensor grants to GPC a license to use that portion of the Premises identified in **Exhibit A** (the "License Area") for the Charging Station (defined in Section 3.1). At GPC's election, GPC may record this License or a memorandum of this License in the real property records. Licensor acknowledges that GPC will make substantial expenditures to install the Charging Station in reliance upon the terms of this License.

1.2 Use of Other Portions of the Premises. During the Term (as defined in Section 2.1), Licensor also grants to GPC: (i) a general ability to use the Premises for access to and from the License Area for construction, installation, maintenance, repair, operation and use of the Charging Station; (ii) the right, but not the obligation, to provide GPC's customers access to the License Area 24 hours per day, 7 days per week, and 365/366 days per year; and (iii) the rights described in the distribution easement attached hereto as **Exhibit B** which shall be executed by Licensor in order to permit GPC to install, operate, maintain and repair overhead and/or underground electric distribution lines and related facilities (including electric distribution cabinets) in the locations needed to serve the Charging Station.

1.3 Restrictive Covenants. During the Term, Licensor agrees that the Premises are subject to the following restrictive covenants: (i) GPC and its customers will have vehicular and pedestrian access to and from the License Area at all times and Licensor will not make or allow any material change to the vehicular or pedestrian access without providing 30 days' prior written notice to GPC; (ii) Licensor will not make or allow any change to the License Area without GPC's prior written consent; and (iii) GPC shall have the exclusive right to provide vehicle charging and support services to drivers of electric plug-in vehicles (each an "EV") and EV-charging-related services at the Premises. Licensor will incorporate item (iii) into all leases, licenses and other grants of rights affecting the Premises.

PART 2 TERM; FEE; BENEFIT TO LICENSOR; TERMINATION

2.1 License Term. The term of this License (the "Term") will commence on the Effective Date, and unless extended per this Section 2.1 or terminated per Section 2.4, will end on the date which is ten (10) years after the Effective Date. The Term will automatically renew for successive five (5) year periods unless either Party gives written notice to the other Party of its desire to terminate the License at least ninety (90) days before the end of the then-current Term.

2.2 License Fee. GPC will pay Licensor One Dollar (\$1.00) per year for the use of the License Area, due and payable upon the execution of this License. If the Term is extended per Section 2.1, GPC will pay Licensor One Dollar (\$1.00) for each year of the extended Term on or before the end of the then-current Term.

2.3 Benefit to Licensor. GPC and Licensor acknowledge and agree that GPC's provision of electric vehicle charging services under the License Agreement provides a substantial benefit to Licensor.

2.4 Termination. Licensor may immediately terminate this License for cause if GPC fails to perform any License obligation in any material respect, and the breach continues uncured for 30 days after receipt of written notice. GPC may immediately terminate this License upon written notice, for any reason or for no reason. Promptly following expiration or termination, GPC will remove the Charging Station from the License Area and will restore the area to its former condition, excluding ordinary wear and tear. Despite the previous sentence, GPC, with the written permission of Licensor, may cap off and secure, but not remove, any underground electrical wiring or conduit. Upon any termination of this License, both Parties are relieved of any further obligation under this License, except for any obligation that by its nature should survive or may require performance after termination.

PART 3 CHARGING STATION

3.1 Charging Station. The "Charging Station" includes all EV charging equipment; GPC signage; electrical equipment, meters, hardware, and software; and supporting equipment and structures installed by GPC, including electric distribution cabinets and equipment, concrete pads, and protective bollards. The location of the Charging Station is indicated in **Exhibit A**. GPC (itself or through contractors), at any time and for any reason during the Term, may upgrade, revise, alter, swap, or remove all or part of any charging equipment comprising the Charging Station in the License Area and may perform security assessments and install (or add additional) reasonable security features, including lighting or cameras. Removal of, and failure to replace, all of the Charging Station within one hundred twenty (120) days shall effect termination of the License, provided that GPC shall have an additional one hundred twenty (120) days to replace the Charging Station if GPC's failure to replace within an initial one hundred twenty (120) days is caused by a supplier delay, proof of which is provided to Licensor.

3.2 Signage. GPC may paint, place, erect, or project signs, marks, or advertising devices on or about the License Area or elsewhere on the Premises, including signage on or around the Charging Station designating the area "*EV Charge Parking Only*."

3.3 Installation. GPC will retain all ownership rights in the Charging Station throughout the Term. GPC will have the right to remove all or a portion of the Charging Station at any time during the Term or after License termination, whether or not the items are considered fixtures or attachments to the License Area under applicable law. Removal of, and failure to replace, all of the Charging