



**Term Sheet for ETM™ DC2DC
Ground Lease and License
Agreement between EV4 and Host
Option #2**



Background: EV4 Oregon LLC (“EV4”) has developed a trademarked electric vehicle charging station that generates solar electricity on site and stores electricity for charging in a battery storage system (Energy Transfer Merchant - ETM™). EV4 wishes to lease sites from multiple hosts to deploy the ETM™ and enter into charging agreements with hosts to allow for the use of the ETM™ by hosts and others.

Terms:

ETM™ Station	Electric Vehicle (EV) Charging Station with two Level 1 units, two Level 2 AC Charging (J1772) units and one DC2DC™ Fast Charging unit, with integrated solar canopy for onsite electricity generation and a battery storage vault for onsite storing and smart grid functionalities. The standard ETM™ station covers two parking / charging spaces.
Term	The term of the Agreement will be 5 years, with automatic extension (Extended Terms) for up to 4 extension terms each of 5 years duration.
Termination	Host or EV4 may terminate the Agreement during the Term only in the case of uncured default by the other party. Host or EV4 may terminate the Agreement during the Extended Terms only for reasonable cause provided 180 days advance notice is given.
Host Ground Lease	Host will lease to EV4 two parking spaces in their parking facility at _____, to install and operate the ETM™ and charge a lease rate of \$1 dollar per year. Pursuant to the Lease, Host will maintain in good repair the parking facility and parking spaces on which the ETM™ is placed.
Intellectual Property and Ownership	EV4 will retain the intellectual property rights and ownership of the ETM™. EV4 will retain the rights to sell power from the battery storage system to the local utility as part of a smart grid function.
License	EV4 will provide a license to Host during the Term and any Renewal Terms to use the ETM™ to charge Host’s vehicles. The license fee shall be \$35 per day per ETM™ (two parking /charging spaces) for unlimited charging of Host’s electric vehicles.

Escalation	The license fee shall increase by 3% or by the rate of inflation based on a formula to be specified in the Agreement, whichever is higher, on an annual basis.
Host Purchase Option	Host shall have the option to purchase the ETM™ at Fair Market Value at the end of the Term or any Extended Term.
Insurance	Host shall maintain GCL insurance that covers the ETM™ with minimum limit of \$1 million per occurrence and \$2 million in aggregate during the Term and any Extended Term. EV4 shall maintain GCL insurance in the same amounts that covers construction and ongoing maintenance and operation of the ETM™ station.
Construction, Maintenance and Repair	EV4 shall, at its sole cost, construct, maintain, and repair the ETM™ as needed to perform its functions. Host shall provide reasonable access to the premises during normal business hours to EV4 or its agents to perform these obligations.
Environmental Attributes	All Renewable Energy Credits (RECs) produced by the ETM™ shall remain the sole property of the owner of the ETM™.
Confidential Information	Each party agrees not to disclose Confidential Information to any third party for a period of ten (10) years from the date of expiration of the Term or a final Extended Term.
Other Terms	There shall be typical provisions in the Agreement, subject to negotiation, relating to warranties, agency, assignment, limitation of liability, default, force majeure, notice, applicable laws etc.

If this Term Sheet represents the Parties understanding of discussions, and the Parties desire to proceed with development of a Ground Lease and License Agreement, please indicate so by signing below.

Agreed to by:

Hans van der Meer, President
EV4 Oregon LLC
Dated: _____

[Host]

Dated: _____