

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

THIS LICENCE is dated for reference as of \_\_\_\_\_, 20\_\_, BETWEEN:

**RESORT MUNICIPALITY OF WHISTLER**

4325 Blackcomb Way  
Whistler, BC V8E 0X5

(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, beneficial owner of the Lands;
- B. Pursuant to section 21 of the Community Charter, the Licensor may enter into a partnering agreement, as defined therein, for the provision of a service on behalf of the Licensor;
- C. The Licensor considers it necessary or desirable and has therefore agreed to Licence a portion of the Lands to the Licensee for the purposes of charging multiple electric vehicles, and for the use of certain parking stalls as dedicated electric charging stalls, on the terms and conditions set out below; and
- D. 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 for the Term, subject to the Permitted Encumbrances.

- 2.2 Term.** This Licence shall be for a term of ten (10) years which will commence on August 1, 2024 (the “**Commencement Date**”) and end on July 31, 2034 (the “**Term**”) unless terminated in accordance with this Licence.
- 2.3 Renewal.** This Licence for the Premises may be renewed for a further term of ten (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.
- 2.4 Extension of Term.** The parties agree that if the Licensee constructs one or more Charging Stations on those portions of the Premises shown hatched on the plan attached as Schedule C (the “**Expansion Area**”) on or before December 31, 2027, the Term of this Licence will be automatically extended and expire ten (10) years from the date the last of the Charging Stations was installed thereon. For greater certainty, if the Licensee constructs Charging Stations on the Expansion Area after December 31, 2027 the Term of this Licence shall be extended only by mutual agreement of the parties. For greater certainty, the Licensee shall retain the right of renewal set out in section 2.3 herein during the Term as may be extended under this section 2.4.
- 2.5 Authorization.** The Licensor represents and warrants that the grant of this Licence and the obligations of the Licensor hereunder have been effectively authorized by all required municipal proceedings, including by the passing of bylaws or resolutions of Council, and the Licensor shall provide copies of such bylaws or resolutions to the Licensee upon request.

### **PART 3 – LICENCE FEE AND TAXES**

- 3.1 Licence Fee.** The Licensee will pay a license fee in the amount of one dollar (\$1) to the Licensor for the Term, plus any applicable taxes, the receipt and sufficiency of which the Licensor hereby acknowledges.
- 3.2 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. Notwithstanding

the foregoing but subject to the Licensor giving the Licensee no less than 24 hours prior written notice, the Licensor may, acting reasonably, temporarily close access to the Premises for essential maintenance and repairs to the Lands, including essential repairs to the Premises and Ancillary Areas. Temporary closures by the Licensor under this section must be for no longer than 48 hours unless otherwise agreed to in writing by the parties.

#### **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 Improvements.** For greater certainty, the Licensee may construct, install, erect, string, operate, maintain, remove, repair, and replace the Improvements on the Premises at any time, and from time to time, during the Term.
- 5.3 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 directly attributable to the Improvements.

#### **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) maintain and repair the Improvements;

- (b) subject to Section 7.1(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
- (c) 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 Improvements) 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 Resort Municipality of Whistler, 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) keep the Premises well lit, but the Licensor shall not be required to:
  - (i) repair or maintain street lights within or adjacent to the Premises more frequently than it repairs or maintains other street lights, or to a higher standard; or
  - (j) repair or maintain the Licensee's Lighting (if any) on the Premises;
- (f) reimburse the Licensee for the repair of any damage caused to any part of the Improvements to the extent caused by or through the act or omission of the Licensor; and
- (g) 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.** The Licensor shall not take any action that would impair use of the Premises or the Improvements. The Licensor shall not knowingly allow another party to impair use of the Premises or the Improvements. The Licensor agrees to notify the Licensee within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises and/or the Improvements, or (ii) it obtains knowledge of a needed repair to the Improvements. The Licensor acknowledges and agrees that the Licensee shall have all rights at law or in equity against the Licensor if the Licensor causes impairments of the Premises and/or the Improvements. If non-electric vehicles repeatedly park in the Licensed Parking Spaces, thereby impairing use of the Licensed Parking Spaces for the purposes of charging electric vehicles and/or impairing use of the Improvements, 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.** Save and except for the Improvements, the Licensee will not install any additional works in or about the Premises, without the Licensor's prior written consent, not to be unreasonably withheld, conditioned or delayed.
- 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 shall give to the Licensee at least two (2) months prior written notice of any proposed sale or other transfer of any interest in the Premises, the Ancillary Areas and/or this Licence, in whole or in part. Prior to any such sale or transfer, the Licensor shall obtain the written agreement (in a form satisfactory to the Licensee, acting reasonably) of the proposed purchaser or transferee, as applicable, to be bound to the terms of this Licence.

## PART 9 - OPTIONS TO TERMINATE

- 9.1 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.
- 9.2 Licensor Option to Terminate.** The Licensor is granted the right to cancel and terminate this Licence, without penalty, if, following the opening of at least one Charging Station for use by the public, 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.

## PART 10 - ACCESS BY LICENSOR

- 10.1 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 11 - EXPROPRIATION

- 11.1 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 12 – INTELLECTUAL PROPERTY

### 12.1 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 12.1 (b)(i) above.

Each party retains exclusive ownership and title to its Mark notwithstanding the license granted to the other party pursuant to Subsection 12.1 (b)(i) above.

### 12.2 Promotions. Subject to Section 12.1 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, for any Licensor disclosure or promotion, the Licensor has given the Licensee at least twenty (20) Business Days prior written notice of the disclosure or promotion and obtained the Licensee's advance approval in writing of all proposed materials, on its own behalf and behalf of all other sponsors.

## PART 13 – MISCELLANEOUS

### 13.1 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; and
- (c) the Licensor will not put any signage on the Lands respecting the Project without the prior written consent of the Licensee.

### 13.2 Sale of Lands. Prior to selling, transferring, leasing or otherwise alienating the Lands, the Licensor shall obtain the written agreement (in a form satisfactory to the Licensee) from the perspective purchaser, transferee, lessee or other party, as applicable, to be bound to the terms of this Licence.

- 13.3 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.
- 13.4 Dispute Resolution.** If any dispute arises under or in relation to this Licence, that dispute 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.
- 13.5 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 Improvements.
- 13.6 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 or partnership, as defined by the British Columbia *Partnership Act*, [RSBC 1996] c. 348, between the parties other than that of Licensor and Licensee.
- 13.7 Licensee Status.** Nothing expressly set out in or implied by this agreement will prejudice, abrogate, or affect the rights, immunities or exemptions that the Licensee may have under the *Hydro and Power Authority Act* (RSBC 1996) Chapter 212, or otherwise.
- 13.8 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.
- 13.9 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.
- 13.10 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.
- 13.11 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:

Resort Municipality of Whistler  
 4325 Blackcomb Way  
 Whistler, BC V8E 0V5  
 Attention: Corporate Officer  
 Email: corporate@whistler.ca

**13.12 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.

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

**13.14 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.

**13.15 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.

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

**13.17 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.

**13.18 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.

**13.19 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.

**13.20 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

**13.21 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.

**RESORT MUNICIPALITY OF WHISTLER**

By its authorized signatory(ies):

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

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

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**

By its authorized signatory:

\_\_\_\_\_  
Name: Kim Larter  
Title: Manager, Properties-Leasing Services

**SCHEDULE 1**

**Description of Lands**

Legal description: DISTRICT LOT 4891, EXCEPT BLOCKS A AND B GROUP 1 NEW WESTMINSTER DISTRICT

PID: 017-668-930

Civic address: 4320 Blackcomb Way, Whistler, BC, V8E 1N3

## 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;

“**Canopy**” means a cover or other form of shelter, to cover the Charging Stations and those portions of the Premises as determined by the Licensee in its sole discretion;

“**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;

“**Council**” means the municipal council for the Resort Municipality of Whistler;

“**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, license, 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;

“**Expansion Area**” has the meaning set out in Section 2.4;

“**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**” collectively means the Charging Stations, the Infrastructure, the Licensee Signage, the Licensee’s Lighting (if any), the Canopy (if any) and the Licensee’s Paving (if any);

“**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: Kiosks, 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;

“**Kiosks**” means one or more pad-mounted power distribution and metering cabinets, in any combination, configuration and using any type of technology or means, necessary or convenient for the purpose of distributing electricity and powering electric charging stations, together with 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 13.1(a);

“**Licensee’s Lighting**” means street lighting installed or to be installed by the Licensee, including a light standard, beacon, ancillary appliances, fittings and any associated protective installations and related works on or within the Premises for the purpose of illuminating the Premises, the Charging Stations and the Infrastructure;

“**Licensee’s Paving**” means any asphalt or paving installed or to be installed by the Licensee on the Premises necessary or convenient for the use of the Licensed Parking Spaces as dedicated electric charging stalls, including better access to the Charging Stations;

“**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 Improvements; 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 Lease; including for greater certainty those areas identified on Schedule 3 as “Premises” and “Premises for Future Expansion”;

“**Project**” means the installation and operation of the Charging Stations and the Infrastructure;

“**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; 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

