

COUNCIL OF THE COUNTY OF MAUI
ECONOMIC DEVELOPMENT, ENERGY,
AGRICULTURE, AND RECREATION
COMMITTEE

October 21, 2016

Committee
Report No. _____

Honorable Chair and Members
of the County Council
County of Maui
Wailuku, Maui, Hawaii

Chair and Members:

Your Economic Development, Energy, Agriculture, and Recreation Committee, having met on October 4, 2016, makes reference to County Communication 16-216, from the Economic Development Director, transmitting a proposed resolution entitled "AUTHORIZING AN AMENDMENT FOR AN EXTENSION OF A GRANT OF A LICENSE OF COUNTY REAL PROPERTY FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF ELECTRIC VEHICLE QUICK CHARGERS AND LOCAL BATTERY UNITS."

The purpose of the proposed resolution is to authorize an extension of a grant of a license of County real property to Hitachi Advanced Clean Energy Corporation, to March 31, 2018.

Your Committee notes Resolution 15-28, adopted by the Council on March 20, 2015, authorized the grant of a license of County real property to Hitachi for the installation, operation, and maintenance of electric vehicle quick chargers and local battery units at the Haiku Community Center, Kihei Community Center, Lahaina Aquatic Center, and County of Maui's Kalana Pakui building in Wailuku. The grant is part of the JUMPSmartMaui project - a pilot program to demonstrate smart-grid technology and test how electric vehicles and stationary devices, including chargers and batteries, can stabilize Maui's electric power grid and support the use of higher levels of renewable energy on Maui.

Your Committee notes the license agreement expired March 31, 2016.

COUNCIL OF THE COUNTY OF MAUI
ECONOMIC DEVELOPMENT, ENERGY,
AGRICULTURE, AND RECREATION
COMMITTEE

Page 2

Committee
Report No. _____

Your Committee further notes Section 3.36.090, Maui County Code, requires Council approval of any grant of a license of County real property at less than fair market value.

The Maui County Energy Commissioner said the JUMPSmartMaui charging project has shown value to the grid, and following phases will demonstrate virtual power plant design whereby vehicles contribute excess power back to the grid. He stated the project has proven to be a useful economic activity, bringing more than 700 clean vehicles to the County. He added the Office of Economic Development supports the program.

Upon inquiry by your Committee about costs to the County for the electricity provided, a representative of Hitachi said Hitachi pays for the electricity at the charging stations, subject to a charge to members by their level of use, but that structure may change after the demonstration project is completed.

Your Committee voted 4-0 to recommend adoption of the proposed resolution and filing of the communication. Committee Chair Guzman and members Couch, Crivello, and Victorino voted "aye." Committee members Cochran, Hokama, and White were excused.

Your Committee is in receipt of a revised proposed resolution, approved as to form and legality by the Department of the Corporation Counsel, incorporating nonsubstantive revisions.

Your Economic Development, Energy, Agriculture, and Recreation Committee **RECOMMENDS** the following:

1. That Resolution _____, as revised herein and attached hereto, entitled "AUTHORIZING AN AMENDMENT FOR AN EXTENSION OF A GRANT OF A LICENSE OF COUNTY REAL PROPERTY FOR THE INSTALLATION, OPERATION, AND

COUNCIL OF THE COUNTY OF MAUI
**ECONOMIC DEVELOPMENT, ENERGY,
AGRICULTURE, AND RECREATION
COMMITTEE**

Page 3

Committee
Report No. _____

MAINTENANCE OF ELECTRIC VEHICLE QUICK CHARGERS
AND LOCAL BATTERY UNITS," be ADOPTED; and

2. That County Communication 16-216 be FILED.

This report is submitted in accordance with Rule 8 of the Rules of the Council.



DON S. GUZMAN, Chair

ear:cr:16069aa:scb

Resolution

No. _____

AUTHORIZING AN AMENDMENT FOR AN EXTENSION OF
A GRANT OF A LICENSE OF COUNTY REAL PROPERTY FOR THE
INSTALLATION, OPERATION, AND MAINTENANCE OF ELECTRIC VEHICLE
QUICK CHARGERS AND LOCAL BATTERY UNITS

WHEREAS, pursuant to authorization by County Council's Approval of County Resolution No 15-28, on December 17, 2014, the County and Hitachi Advanced Clean Energy Corporation ("HACEC") entered a license agreement to conduct the JUMP Smart Maui project, which included installing, operating and maintaining Electric Vehicle Quick Chargers and battery units for use by the public at Kihei Community Center, the Lahaina Aquatic Center, the Kalama Pakui Building, and the Haiku Community Center, hereinafter referred to as the "License Agreement", attached hereto and made a part hereof as Exhibit "1"; and

WHEREAS, HACEC submitted a request dated March 8, 2016 to amend the License Agreement prior to its expiration date of March 31, 2016, attached hereto as Exhibit "2"; and

WHEREAS, an amendment to the License Agreement was duly prepared and submitted to HACEC for execution, attached hereto and made a part hereof as Exhibit "3"; and

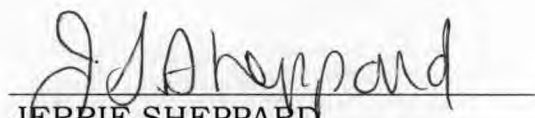
WHEREAS, the amendment was not received before expiration of the License Agreement, but the parties nonetheless desire to amend the License Agreement as set forth in Exhibit "3"; and

WHEREAS, the Council of the County of Maui may authorize an Amendment to the License Agreement for use of County real property pursuant to Chapter 3.36, Maui County Code by resolution;

NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Maui:

1. That pursuant to Chapter 3.36, Maui County Code, the Amendment to the License Agreement, Exhibit "3", is hereby authorized; and
2. That the Mayor and the Director of Finance or their authorized representatives may execute the Amendment to the License Agreement; and
3. That certified copies of this Resolution be transmitted to the Mayor, the Director of Finance, and the HACEC.

APPROVED AS TO FORM
AND LEGALITY:


JERRIE SHEPPARD
Deputy Corporation Counsel
County of Maui
2016-0312

ELECTRIC VEHICLE QUICK CHARGER AND LOCAL BATTERY LICENSE AGREEMENT

Effective as of December 17, 2014 (the "Effective Date"), and for good and valuable consideration, the receipt of which is hereby acknowledged the COUNTY OF MAUI, a political subdivision of the State of Hawaii ("Licensor"), and HITACHI ADVANCED CLEAN ENERGY CORPORATION, a Hawaii corporation ("Licensee"), agree as follows (this "Agreement"):

1. **Background.** Licensor is the owner of the properties described in the attached Exhibit "A" (each a "Property"). Licensee and Licensor desire that Licensee have the right to use a portion of each Property to install, operate and maintain electric vehicle quick chargers at Properties 1-3 and to install, operate, and maintain three (3) local battery units at Property 4. This Agreement is part of the project implemented by Licensee ("JUMP Smart Maui project"). At each Property Licensee will be permitted to design and install the equipment described in Exhibit B under "Licensee's Facilities".

2. **License.** Licensor licenses to Licensee a certain portion of the Property as described in Exhibit A sufficient to install, operate and maintain Licensee's Facilities, together with all necessary space and easements for access and utilities to operate Licensee's Facilities, as generally described and depicted in attached Exhibit "B" (collectively, the "License Area"). This Agreement shall constitute a license coupled with an interest but shall not be deemed to grant, transfer, or convey to Licensee any real property interest in the Property.

3. **Term.** The term of this Agreement shall commence on the Effective Date and end on March 31, 2016.

4. **Permitted Use.** The License Area may be used by Licensee for electric vehicle quick charger stations that are available for use by the public; local battery units; and for the installation, operation and maintenance of Licensee's Facilities and related activities. Licensee shall obtain, at Licensee's expense, all licenses and permits required for installation of Licensee's Facilities and Licensee's use of the License Area from all applicable government or regulatory entities (the "Governmental Approvals") and may obtain a title report, perform surveys, soils tests, and other engineering procedures on, under and over the Property, necessary to determine that Licensee's use of the License Area will be compatible with Licensee's engineering specifications, system, design, operations and Governmental Approvals. Licensor agrees to reasonably cooperate with Licensee (at no cost to Licensor), where required, to perform such investigations or obtain Governmental Approvals.

5. **Improvements; Utilities; Access.**

(a) Licensee shall have the right, at its expense, to install, operate and maintain Licensee's Facilities on the License Area. Licensee's Facilities shall be initially configured generally as depicted in Exhibit "B". Licensee shall have the right to replace or upgrade Licensee's Facilities at any time during the term of this Agreement so long as the "footprint" of the License Area does not expand. Licensee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Licensee's Facilities shall remain the exclusive responsibility of Licensee. Licensee shall remove Licensee's Facilities upon termination of this Agreement unless prior to such date mutually agreeable arrangements have been made for continued use of the property once the JUMP Smart Maui project has ended.

EXHIBIT "1"

(b) Licensee shall not commence the installation of Licensee's Facilities, or make any alterations or upgrades until Licensee submits the plans and specifications for Licensee's Facilities, or alterations or upgrades, to Licensor and Licensor approves such plans and specifications. If Licensor does not approve or disapprove of such plans and specifications within 10 (ten) business days after receipt, such plans and specifications shall be deemed approved. Licensor shall not unreasonably withhold or delay its approval of such plans and specifications.

(c) Licensee shall, at Licensee's expense, keep and maintain the License Area in commercially reasonable condition and repair during the term of this Agreement, normal wear and tear excepted. Upon termination of this Agreement, the License Area shall be returned to Licensor in good, usable condition, normal wear and tear excepted.

(d) Licensee shall have the right, at Licensee's expense, to install and maintain utilities and to improve the present utilities to the License Area (including, but not limited to the installation of overhead or underground utility lines, cables, conduits, transformers, wires, meters, monitoring equipment and other necessary equipment to connect Licensee's Facilities to utility sources located on the Property). If there are sufficient utility sources located on the Property to operate Licensee's Facilities, Licensee shall have the right to connect to such sources at Licensee's expense; provided, however, that Licensee shall cause its use of such utility sources to be separately metered and nothing will be charged to Licensor. If there are not sufficient utility sources located on the Property to operate Licensee's Facilities, Licensor agrees to grant to Licensee or the local utility provider the right to install such utilities on, over, under and through the Property as necessary for Licensee to operate Licensee's Facilities, at Licensee's expense; provided, however, (i) the location of such utilities shall be as reasonably designated by the mutual agreement of Licensor and Licensee, (ii) for Property 2, Licensee shall cause its use of such utility sources to be separately metered and billed directly to Licensee by the applicable utility provider, and (iii) at Properties 1, 3, and 4, Licensee shall install a submeter to track the amount of electricity used by Licensee's Facilities and shall reimburse Licensor for the costs of electricity used.

(e) During the term of this Agreement, Licensee and its employees, agents, contractors, customers and other invitees shall have a non-exclusive right of ingress and egress from a public right-of-way in and through the Property to and from the License Area

6. Interference. Licensee shall not use the License Area in any way which interferes with the use of the Property by Licensor, or tenants or licensees of Licensor, with rights in the Property prior in time to Licensee's rights. Similarly, Licensor shall not use, nor shall Licensor permit its tenants, licensees, employees, invitees or agents to use any portion of the Property in any way which interferes with the operations of Licensee.

7. Taxes. Licensee will pay any personal property taxes assessed on, or any portion of such taxes attributable to, Licensee's Facilities. Licensor shall pay when due all real property taxes and all other fees and assessments attributable to the Property.

8. Termination.

(a) This Agreement may be terminated without any penalty or further liability upon thirty (30) days written notice by Licensor if Licensee defaults and fails to cure such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period.

(b) If Licensors intends to develop any portion of its lands for the erection of buildings or other improvements with which License Area will interfere, then Licensors shall so notify Licensee in writing at least four (4) months prior to such development and Licensee shall thereafter have the right to terminate this Agreement or have the right to be licensed another portion of the property.

9. **Insurance and Subrogation.** Licensee will provide Commercial General Liability Insurance in an aggregate amount of \$2,000,000 and name Licensors as an additional insured on the policy or policies. Licensee may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Licensee may maintain.

10. **Indemnification.** Licensee will indemnify and hold Licensors (including without limitation visitors and invitees to Lessors facilities) harmless from and against all claims and demands for loss or damage, including but not limited to reasonable attorneys' fees and costs (collectively, "Claims"), arising out of, or in connection with this Agreement.

11. **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Licensee, to:

with a copy to:

Hitachi Advanced Clean Energy Corporation
Attention: Takenori Hatanaka
285 W. Kaahumanu Avenue, Suite 102,
Kahului, HI 96732
Phone: (808) 868-4673

If to Licensors, to:

with a copy to:

Managing Director
County of Maui
200 South High Street
Wailuku, HI 96793

12. **Hazardous Materials.** Licensee shall not permit any of its employees, agents, contractors, or any other person to use, handle, discharge, release, dispose of or allow to exist on, within, under or about the License Area any Hazardous Materials (defined below) in violation of any Hazardous Materials Laws (defined below). In addition to the indemnity obligations in Section 10 above, Licensee shall indemnify Licensors from and against all Claims directly arising out of or attributable to the release, threatened release, or disposal of Hazardous Materials on, under or about the License Area by Licensee. The term "Hazardous Materials" means any flammable explosives, radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproduction toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any Hazardous Materials Laws. The term "Hazardous Materials Laws" means any federal, state or local laws, ordinances or regulations, now or hereafter in effect, relating to environmental conditions, industrial hygiene or Hazardous Materials on, under or about the License Area. Licensee's obligations under this Section shall survive termination of this Agreement.

13. **Condemnation.** If all or any portion of the License Area shall be taken or condemned by any authority having the power of eminent domain, then all compensation and damages payable for the fee interest in the License Area shall be paid to Licensor without any apportionment to Licensee, provided that Licensee shall be separately be entitled to seek recovery from the condemning authority for compensation for loss of Licensee's Facilities and its license and any related severance and relocation damages.

14. **Assignment.** Licensee may otherwise assign this License only upon written approval of Licensor, which approval shall not be unreasonably delayed or withheld.

15. **Personal property determination.** Licensor hereby waives any right to claim that Licensee's Facilities have become real property, either as fixtures, business chattel or otherwise, it being the intent of the parties that Licensee's Facilities are the personal property of Licensee regardless of any installation on a Property. Licensee has the right to remove all or any portion of the same from time to time, whether before or after a default under this License, in Licensee's sole discretion and without Licensor's consent.

16. **Miscellaneous.**

(a) The covenants contained herein shall inure to the benefit of and be binding upon, the parties and their respective heirs, personal representatives, beneficiaries, successors, successors in trust and assigns.

(b) This Agreement constitutes the entire agreement and understanding of the parties regarding the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth in this Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

(c) This instrument shall be governed, interpreted, construed and regulated by the laws of the State of Hawaii, excluding its choice of law rules that may otherwise require the application of the law of another jurisdiction.

(e) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

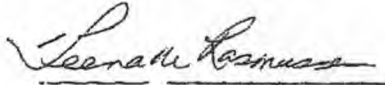
(f) The persons who have executed this Agreement represent that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

(g) The paragraph headings included herein are for convenience only and shall not be construed to limit or expand the content of such paragraphs.

(h) This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

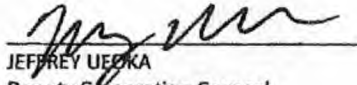
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

APPROVAL RECOMMENDED:



TEENA M. RASMUSSEN
Economic Development Director

APPROVED AS TO FORM



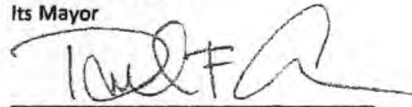
JEFFREY UEKKA
Deputy Corporation Counsel
County of Maui

OED.Hitachi.License Agmt.10.22.14.docx

COUNTY OF MAUI

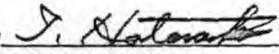


ALAN M. ARAKAWA
Its Mayor



DANILO F. AGSALOG
Its Director of Finance

HITACHI ADVANCED CLEAN ENERGY
CORPORATION

By 

TAKENORI HATANAKA
Its Vice President

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

Property 1. Parking lot in front of Kalana O Maui 200 South High St.

Property 2. Parking lot at the Haiku Community Center

Property 3 Parking lot at the Lahaina Aquatic Center

Property 4 Machine room at the Kihei Aquatic Center

EXHIBIT "B"

LICENSEE'S FACILITIES:

Licensee' Electric Vehicle Charging Stations shall have a maximum of 4 charging ports at one location. Licensor and licensee shall agree the number of charging ports to install at Properties 1 - 3.

Properties 1-3: Electric Vehicle Charging Stations that are UL listed, and designed and installed in compliance with the applicable Electric Code. Each charging station to have at least two charging ports that comply with the ChaDeMo Standard, at least one Level II charging port that meets SAE J 1772, and by the end of the JUMP Smart Maui test, at least two additional fast charging ports that meet SAE Level 3 standards or such other fast charge standard as Licensee agree to. The parties presently anticipate that Combo CCS units will be provided but recognize that the technology is rapidly changing. Each charging station will contain a telecommunication device called a micro DMS. All electrical use for the EV charging station shall be via a dedicated meter and Licensee shall be solely responsible for the cost of all electricity used by the EV charging station.

Property 4. Local battery system including the telecommunication device micro DMS that will be used as part of the JUMP Smart Maui system. Licensee shall further discuss with Licensor the possibility of utilizing the local battery system for emergency use at the Licensor's facilities.

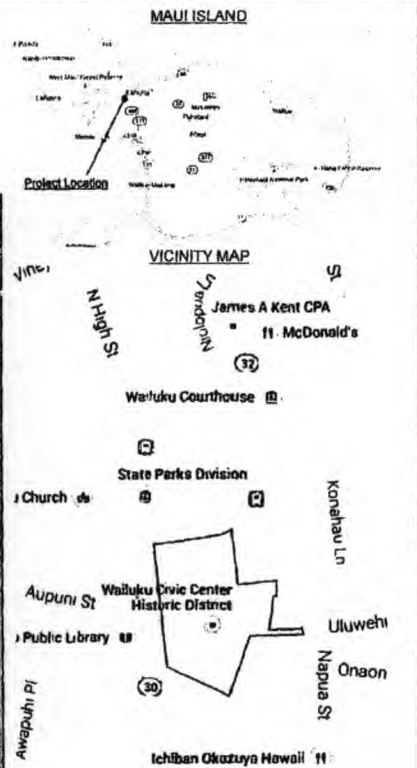
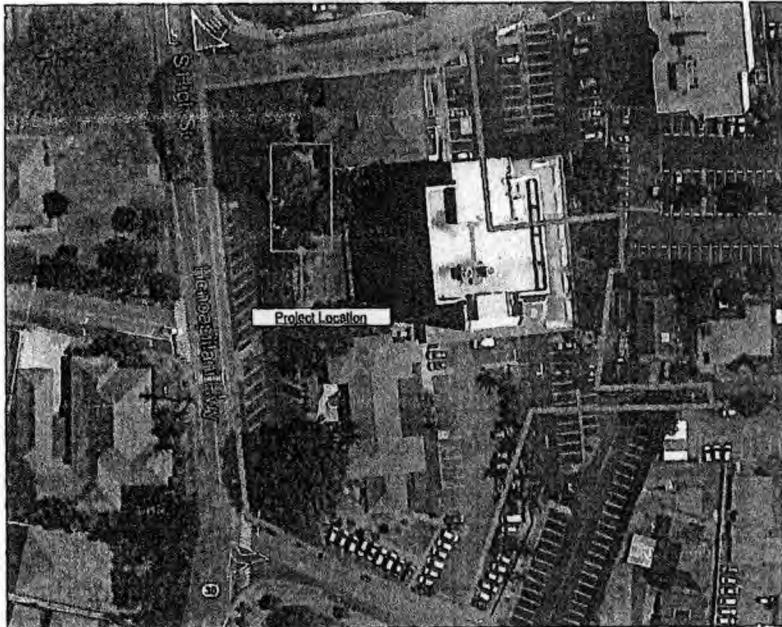
DESCRIPTION OF THE LICENSE AREA AND SITE PLAN

HITACHI TO PROVIDE

Exhibit A (Property 1)

Electric Vehicle Charging Station Project for : County of Maui

KALANA PAKUI BUILDING AND PARKING
250 S. HIGH STREET WAILUKU MAUI HI 96732
T.M.K. : (2) 3 - 4 - 008 : 042



REV.	DESCRIPTION	DATE
0	Original	10/15/2014
1	Revisions	

TITLE	Location	REV
Exhibit A (Property 1)	County Building	

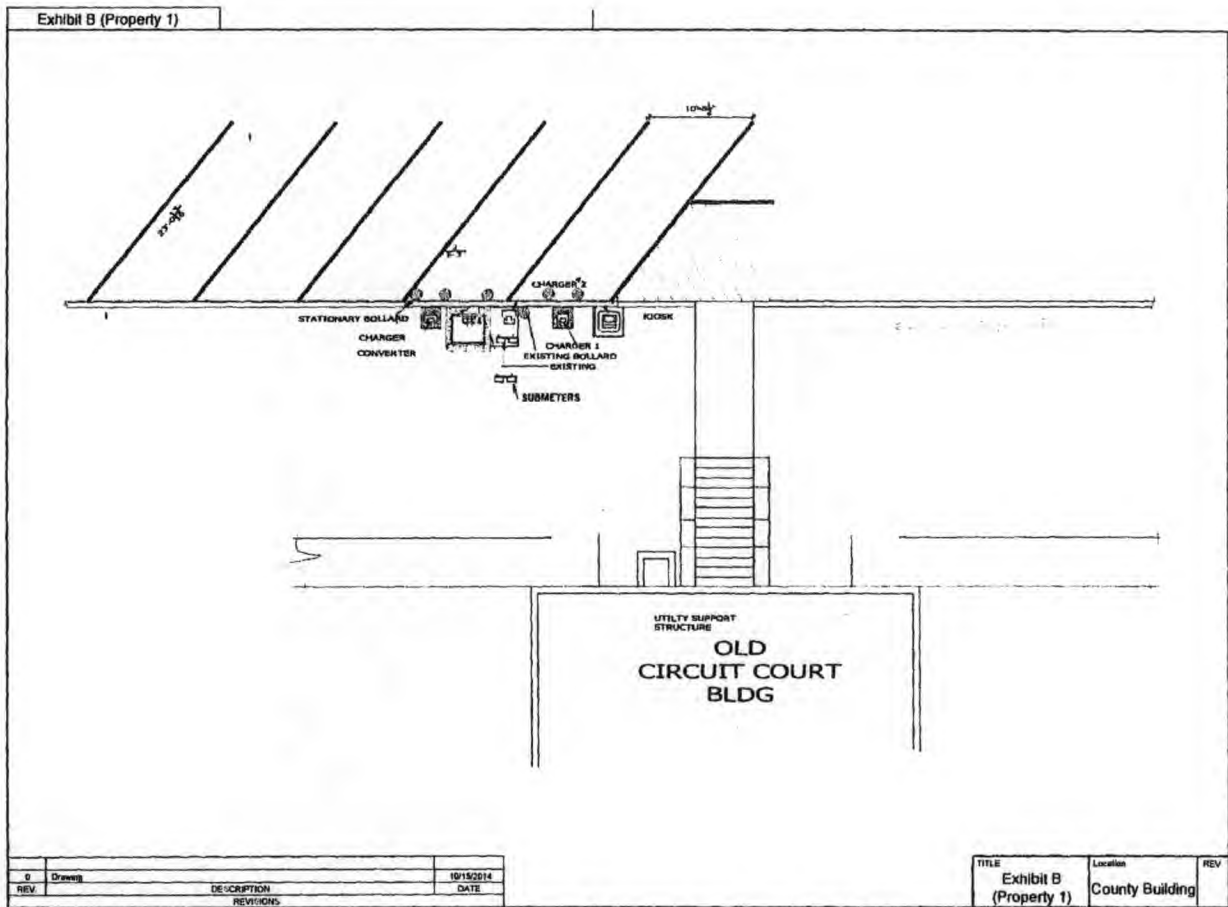
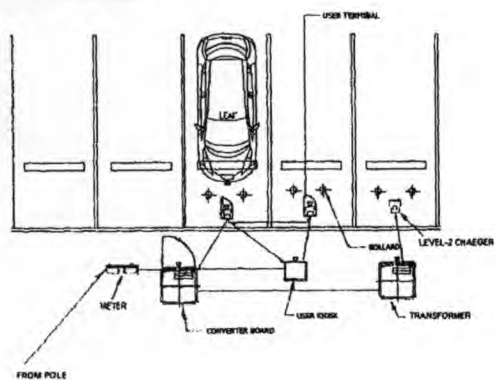
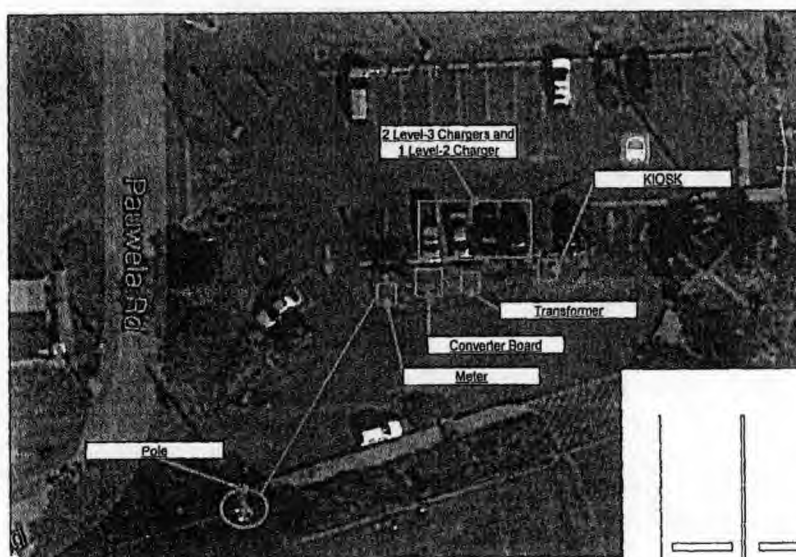


Exhibit B (Property 2)



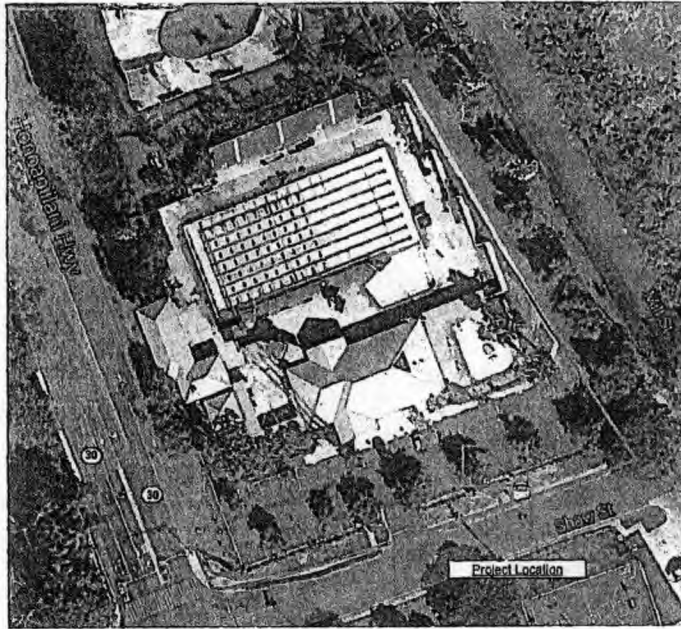
0	Original		19/10/2014
REV	DESCRIPTION	DATE	
	REVISIONS		

TITLE	LOCATION	REV
Exhibit B (Property 2)	Haiku Community Center	

Exhibit A (Property 3)

Electric Vehicle Charging Station Project for : Lahaina Aquatic Center

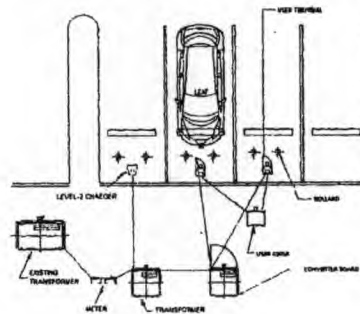
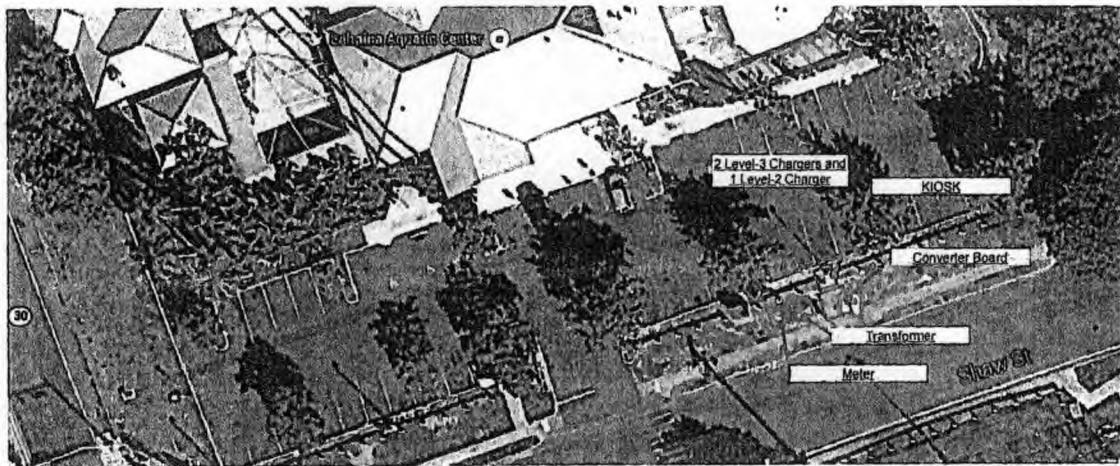
245 SHAW STREET, LAHAINA HI 96761
T.M.K. : (2) 4 - 6 - 012 : 005



REV.	DESCRIPTION	DATE
1	Original	10/10/2014
	REVISIONS	

TITLE	Location	REV
Exhibit A (Property 3)	Lahaina Aquatic Center	

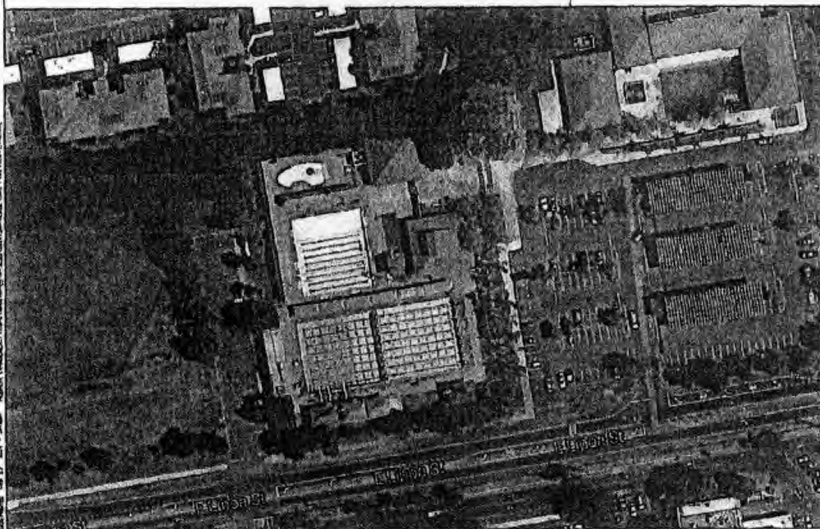
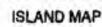
Exhibit B (Property 3)



0	Existing	10/16/2014
REV	DESCRIPTION REVISIONS	DATE

TITLE	Location	REV
Exhibit B (Property 3)	Lahaina Aquatic Center	

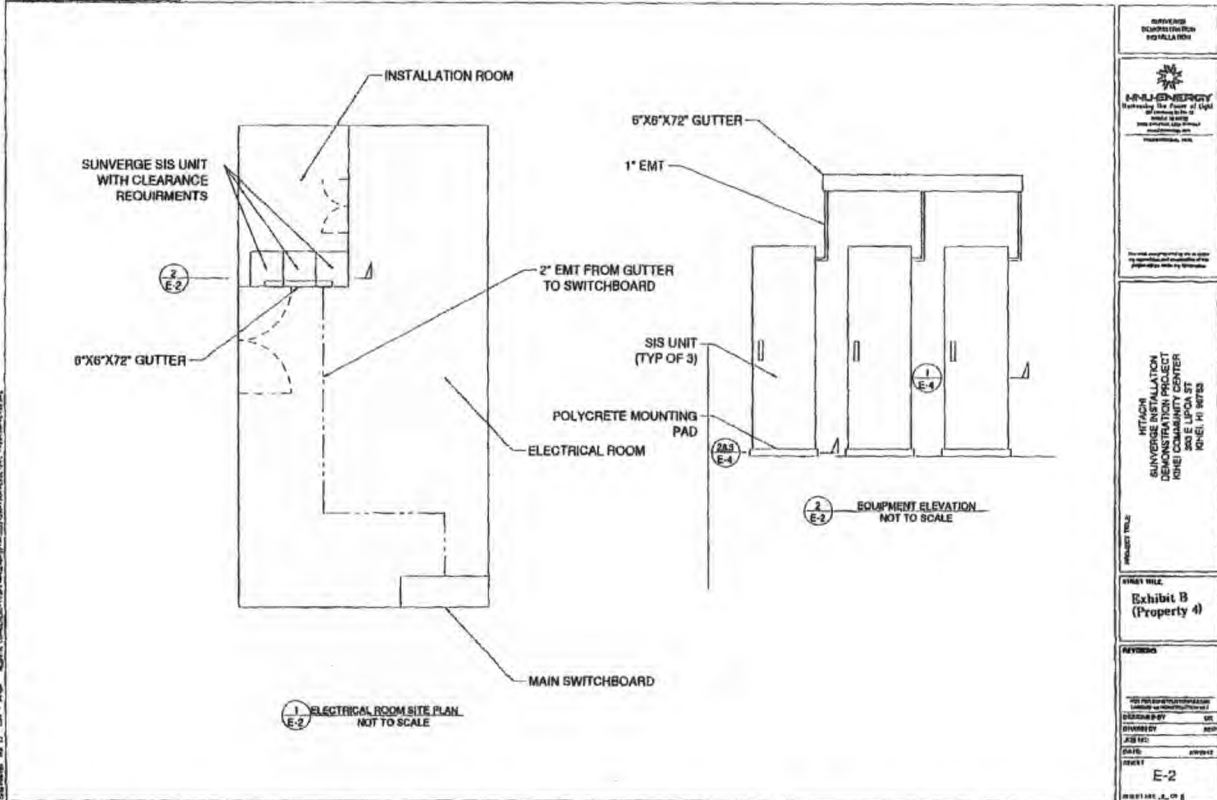
HITACHI
SUNVERGE INSTALLATION
DEMONSTRATION PROJECT
KIHEI COMMUNITY CENTER
303 E LIPOA ST
KIHEI, HI 96753



COVERSHEET	E-1
SITE PLAN	E-2
ONE LINE	E-3
DETAILS	E-4
DATASHEET	E-5

SUNTANZ CLEANING TREATMENT AND TALLA ROOM	
	
SUNTANZ Harnessing the Power of Light to Improve the Quality of Your Sunbathing Experience 10000 Sunbathing Blvd. Suite 100 San Diego, CA 92108 (619) 594-1234	
For more information, please contact us at 1-800-555-1234 or visit our website at www.suntanz.com	
MITACHI SLUWIER INSTALLATION DEMONSTRATION PROJECT ZONE COMMUNITY CENTER 10000 Sunbathing Blvd. Suite 100 San Diego, CA 92108 (619) 594-1234	
PROJECT TITLE	
SUBJECT TITLE Exhibit A (Property 4)	
PARTICIPANTS	
"High level strategic planning and implementation of the project"	
ORGANIZED BY	ON
CHAIRMAN BY	AND
DATE	TIME
STREET	FURNITURE
E-1	

Exhibit B (Property 4)



<p>REVISIONS</p> <p>DATE: 10/10/2010</p> <p>BY: [Signature]</p>
<p>PROJECT TITLE</p> <p>SUNVERGE INSTALLATION</p> <p>300 E. LPOCA ST</p> <p>PO BOX 1000</p> <p>PO BOX 1000</p>
<p>PROJECT NO.</p> <p>1000000000</p>
<p>REVISIONS</p> <p>DATE: 10/10/2010</p> <p>BY: [Signature]</p> <p>DATE: 10/10/2010</p> <p>BY: [Signature]</p> <p>DATE: 10/10/2010</p> <p>BY: [Signature]</p>
<p>PROJECT NO.</p> <p>1000000000</p>

March 8, 2016

Hitachi Advanced Clean Energy Corporation
285 W Kaahumanu Ave, Suite 102,
Kahului, HI 96732

Ms. Teena Rasmussen
County of Maui
200 S. High Street
Wailuku HI 96793

Re: Request for the extension of the terms for Electric Vehicle Quick Charger and
Local Batter License Agreement

To: Dear Ms. Teena Rasmussen

Thank you for your continued support to Jump Smart Maui project (JSM project).

Thanks to the County's corporation to this project, many EV users have used Electric Vehicle Charging Stations including Maui County's Main Office and Hitachi has collected the operational data from Electric Vehicle Charging Stations for the purpose of this demonstration.

This letter is to ask County for the extension of the term of County's Resolution No. 15-28 adopted by Council of the County of Maui, dated on March 20, 2015. Hitachi has agreed with NEDO to extend the project period of Jump Smart Maui project to the end of the February 2017 for the completion of the planned equipment and the collecting the operational data. The term of The License Agreement attached in the Resolution is until March 31, 2016 but Hitachi would like to install all planned units at the county's properties for JSM project. Furthermore, we would like to continue to study the possibility of EV fast charger service as a real business with Maui stakeholders after JSM project is finished. Therefore, we would like to ask County to extend the term to March 31, 2018 to accommodate the project period agreed with NEDO.

Currently the status of installation and operation work of 4 sites at County's property is summarized as follows. For the status of Electric Vehicle Charging Stations, Property 1 (County main building) started its operation in June 2015 and it is used over 5,000 times as of January 1, 2016. Property 2 (Haiku Community Center) is preparing the construction for the targeting operation in the

EXHIBIT " 2 "

March 8, 2016

middle of March 2016 and we are waiting the MECO/County's approval for Property 3(Lahaina Aquatic Center). Property 4(Kihei Aquatic Center) is currently preparing the installation work and schedule to operation by March 2016.

Hitachi would like to ask for the continuous corporation to County. We would appreciate your understanding and your consideration on this matter.

If you have any question, please contact to the following members.

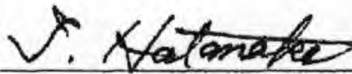
Takenori Hatanaka: takenori.hatanaka.rq@hitachi.com

Sunao Masunaga: sunao.masunaga.vz@hitachi.com

Akihiko Konno: akihiko.konno.xz@hitachi.com

Tadahiro Togami: tadahiro.togami.aa@hitachi.com

Very truly yours,

A handwritten signature in black ink, appearing to read 'T. Hatanaka', with a stylized flourish at the end.

[Takenori Hatanaka, Vice President]

FIRST AMENDMENT TO ELECTRIC VEHICLE QUICK CHARGER AND
LOCAL BATTERY LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT, effective the
19 day of July, 2016, by and between HITACHI
ADVANCED CLEAN ENERGY CORPORATION, a Hawaii corporation
("LICENSEE"), whose address is 285 West Kaahumanu Avenue, Suite
102, Kahului, Hawaii 96732, and the COUNTY OF MAUI, a political
subdivision of the State of Hawaii, whose principal place of
business is 200 South High Street, Wailuku, Maui, Hawaii 96793,
hereinafter called the "LICENSOR" and collectively called the
"PARTIES".

W I T N E S S E T H:

WHEREAS, the PARTIES entered into that certain Electric
Vehicle Quick Charger and Local Battery License Agreement (the
"License Agreement"), dated December 17, 2014, on file with the
Director of Finance and incorporated herein by reference,
providing four property sites to be used by Licensee for electric
vehicle quick charge stations available for public use; local
battery units, and installation, operation and maintenance of
Licensee's facilities and related activities, at (1) the parking
lot in front of Kalana O Maui, 200 South High Street, Wailuku; (2)
the parking lot at the Haiku Community Center; (3) the parking lot

EXHIBIT "3"

at the Lahaina Aquatic Center; and (4) the machine room at the Kihei Aquatic Center; and

WHEREAS, the parties desire to amend the License Agreement to provide for an extension of the Term of the License Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties hereby agree to amend Paragraph 3. Term, of the License Agreement in its entirety to read as follows:

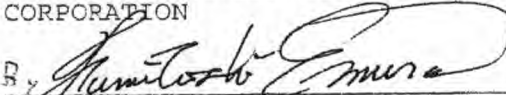
"3. Term. The term of this Agreement shall commence on the Effective Date and end on March 31, 2018."

All other terms and conditions as provided in the License Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day, month and year first above written.

LICENSEE:

HITACHI ADVANCED CLEAN ENERGY CORPORATION

By 
BY FUMITOSHI EMURA
(Signature)

Print Name: _____

Its President
(Title)

July 21, 2016

By _____
(Signature)

Print Name: _____

Its _____
(Title)

COUNTY OF MAUI:

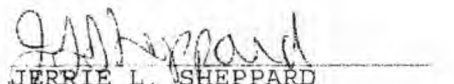
By _____
ALAN M. ARAKAWA
Its Mayor

APPROVAL RECOMMENDED:


TEENA RASMUSSEN
Director, Office of
Economic Development


SARANYA K. BAZ
Budget Director

APPROVED AS TO FORM
AND LEGALITY:


JERRIE L. SHEPPARD
Deputy Corporation Counsel
County of Maui
2016-0312

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20____, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Stamp or Seal]

Notary Public, State of Hawaii

Print Name

My commission expires: _____

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____ _____ _____ _____	
[Stamp or Seal]	
Notary Signature: _____	
Date: _____	

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20____, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Stamp or Seal]

Notary Public, State of Hawaii

Print Name

My commission expires: _____

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____ _____ _____ _____	
[Stamp or Seal]	
Notary Signature: _____	
Date: _____	

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20____, before me appeared **ALAN M. ARAKAWA**, to me personally known, who being by me duly sworn did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, in the capacity shown, having been duly authorized to execute such instrument in such capacity, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed in behalf of said County of Maui by authority of its Charter, and the said **ALAN M. ARAKAWA** acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Stamp or Seal]

Notary Public, State of Hawaii

Print Name: _____

My commission expires: _____

NOTARY PUBLIC CERTIFICATION	
Doc Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____	

[Stamp or Seal]	
Notary Signature: _____	
Date: _____	

NOTARIAL CERTIFICATE

This is to certify that FUMITOSHI EMURA, who is President of HITACHI ADVANCED CLEAN ENERGY CORPORATION, affixed his signature in my very presence to the attached document.

Dated this 21st day of July, 2016.



N. Watanabe

Noriaki Watanabe

NOTARY

3-1, Marunouchi 3-chome,

Chiyoda-ku, Tokyo, Japan

ATTACHED TO

TOKYO LEGAL AFFAIRS BUREAU



認 証

HITACHI ADVANCED CLEAN ENERGY CORPORATIONのPresident江村文敏 (FUMITOSHI EMURA) は、当職の面前で、添付書面に自ら署名した。以下余白

よって、これを認証する。

平成28年 7 月 21 日、本公証人役場において

東京都千代田区丸の内3丁目3番1号

東京法務局所属

公 証 人
Notary

渡邊 徳昭

NORIAKI WATANABE

証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、
真実のものであることを証明する

平成28年 7 月 21 日

東京法務局長

佐藤 主税

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: JAPAN

This public document

2. has been signed by NORIAKI WATANABE

3. acting in the capacity of Notary of the Tokyo Legal Affairs Bureau

4. bears the seal/stamp of NORIAKI WATANABE, Notary

Certified

5. at Tokyo

6. Jul.21.2016

7. by the Ministry of Foreign Affairs

8. 16NQ 046762

9. Seal stamp:

10. Signature

A. Ogawa

Ayako OGAWA

For the Minister for Foreign Affairs