

STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into this 20th day of JANUARY, 2011 by and between The Board of Trustees of Haywood Community College, organized and existing under the laws of the State of North Carolina, hereinafter referred to as the "Licensor", and FLS Energy, Inc., a North Carolina corporation, hereinafter referred to as the "Licensee."

WITNESSETH

WHEREAS, Licensor leases certain property (the "Licensed Property") located at the intersection of Freedlander Drive and College Drive on which an approximately 36,500 square foot building will be built to be known as the Creative Arts Building (the "Building"), on the campus of Haywood Community College, Clyde, Haywood County, North Carolina; and

WHEREAS, Licensor and certain affiliates of licensee are parties to that certain Solar Purchase Agreement dated JANUARY 20, 2010 (the "SPA"), and that certain Solar Facility System Site Sublease Agreement dated JANUARY 20, 2010 (the "Sublease");

WHEREAS, Licensor is willing to grant a license of Temporary Construction Access (the "License"), and Licensee is willing to accept such License of Temporary Construction Access according to the terms and conditions herein;

NOW, THEREFORE, for an in consideration of the sum of ONE DOLLAR (\$1.00) paid by Licensee to Licensor, the receipt of which is hereby acknowledged, and other good and valuable consideration, Licensor does hereby grant unto licensee a not-exclusive License for temporary construction access to such portion of the property, including rights of ingress and egress, as is reasonable required for the purpose of constructing and installing the System (as defined in the SPA).

The System shall be constructed and installed in conformance with all requirements of the SPA and the Sublease, including, without limitation, the Plans and Specifications (as defined in the SPA).

Licensee shall be responsible for obtaining all permits necessary for construction of the System.

The Licensor shall have the ability to implement reasonable rules and policies to regulate the use of the Licensed Property; provided that such rules and policies shall not materially interfere with the construction and installation of the System.

THE FOREGOING GRANT OF LICENSE IS MADE ON THE FOLLOWING TERMS, COVENANTS AND CONDITIONS:

1. Terms: The term of this license shall commence on the date hereof and expire on the later of: (a) the Thermal Commercial Operation Date and (b) the Solar PV Commercial Operation Date (each as defined in the SPA) unless sooner terminated by the mutual agreement of Licensor or Licensee. Notwithstanding the foregoing, this license shall automatically terminate upon the termination of the SPA.

2. Indemnity: Licensor and Licensee (each, in such case, an “Indemnifying Party”) shall, to the extent permitted by law, indemnify, defend and hold the other party and its employees, directors, officers, managers, members, shareholders and agents (each, in such case, an “Indemnified Party”) harmless from and against any and all third party claims, suits, damages, losses, liabilities, expenses and costs (including reasonable attorneys’ fees), including, but not limited to, those arising out of property damage (including environmental claims) and personal injury and bodily injury (including death, sickness and disease) and claims related to actual or alleged patent infringement, to the extent caused solely by the Indemnifying Party’s (i) breach of any obligation, representation or warranty contained herein and/or (ii) negligent or willful acts or omissions. Notwithstanding anything to the contrary contained herein, the Licensor will not be required to indemnify the Licensee if any such indemnification would constitute a waiver of governmental or sovereign immunity under the law.

3. Restoration and Maintenance: At all times during the effectiveness of the License Agreement, Licensee shall employ reasonable measures that will protect the existing construction and landscape. If Licensee damages any existing construction or landscaping it will be the responsibility of the Licensee to promptly report the damage to the Licensor and to coordinate with the Licensor on a remedy to return the damaged construction to substantially the original condition, the cost of such being solely the responsibility of the Licensee.

Maximum additional uniform downward live load to be induced upon roof areas by installation of solar collectors (panels) and associated piping and equipment shall not exceed twenty (20) pounds per square foot (psf). This load stipulation of 20 psf applies during the initial installation and subsequent service of the collectors. No equipment inducing concentrated loads on roof shall exceed three hundred (300) pounds over a two and one-half foot by two and one-half foot area (2.5’ x 2.5’). All installation work on top of the roof areas shall be exclusively by manual labor only. No lifting devices, cranes, or other mechanical equipment used for transporting or erecting solar system(s) shall be allowed on the roof areas.

4. Insurance: Licensee agrees to maintain, at its sole cost and expense, in force and effect for the entire Term the insurance described below. Haywood Community College will continuously be shown as an additional insured on all such policies. Such insurance shall be primary coverage without right of contribution from any insurance of Haywood Community College. Within thirty (30) days after execution of this Agreement and annually thereafter, Licensee shall deliver to Haywood Community College certificates of insurance, in a form reasonably acceptable to Haywood Community College, which show that the insurance requirements set forth herein are in effect. These certificates shall specify that Haywood Community College shall be given at least thirty (30) days’ prior written notice by the insurer in the event any material modifications, cancellation or termination of coverage.

(a) Commercial general public liability insurance covering bodily injury and property damage liability with limits of coverage of not less than One Million Dollars (\$1,000,000) combined single limit as protection against all liability claims from the installation, repair, maintenance and use of the System(s). Workman's compensation insurance on Licensee's employees as required by North Carolina law.

(b) Beginning on the date of commencing construction of the System(s), property insurance against loss and/or damage to the System(s) under a policy or policies covering perils as are ordinarily insured against by a similar facility, including fire, lightning, windstorm, windblown rain, hail, explosion, smoke and uniform standard extended coverage and vandalism and malicious mischief endorsements, but in all cases equivalent to coverage afforded by ISO Special Form Property Insurance. Such insurance shall be in an amount not less than the full replacement cost of the System(s).

Licensor will procure at its own cost and expense, and keep in force during both the term of this license, a policy or policies of fire and extended coverage insurance covering the Property (as defined in the Sublease) and Licensor's property located thereon, including the Premises (as defined in the Sublease) and any buildings located on the Property, with full replacement coverage, for the benefit of Licensor and any beneficiary of any Deed of Trust on the fee simple title to the Property, as their interests may appear.

5. Notices. Notices required to be given herein shall be given in writing by certified mail, return receipt requested, overnight express mail or courier or by personal hand delivery at the following addresses:

To Licensor: Haywood Community College
185 Freedlander Drive
Clyde, NC 28721
Attn: Debbie Trull

To Licensee: FLS Energy, Inc.
239 Amboy Road
Asheville, NC 28806

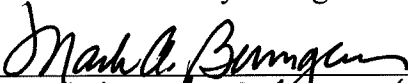
6. Benefits-Burdens: This License Agreement shall insure the benefit of, and be binding upon, the heirs, personal representatives or successors or assigns of the parties hereto; provided, however, the rights of Licensee under the License Agreement may not be assigned or transferred without the consent of the Licensor such consent not to be unreasonably delayed or withheld.

[Signature Page Attached Hereto.]

IN WITNESS WHEREOF, Licensee and Licensor have hereunto set their hands and seals the day and year above written.

LICENSOR:

The Board of Trustees of
Haywood Community College

By: 
Name: MARK A. BUMBARGER
Title: BOARD OF TRUSTEES CHAIR

LICENSEE:

FLS ENERGY, INC.

By: 
Name: Michael Shore
Title: CEO