

REVOCABLE TEMPORARY LICENSE AGREEMENT

This **Revocable** Temporary License Agreement (this "License") is entered into this ____ day of _____, 2026 (the "Effective Date"), between **GREYSTONE VILLAGE, LLC**, a Delaware limited liability company ("Licensor"), and **CAPITAL CITY COFFEE COMPANY, INC.**, a North Carolina corporation ("Licensee").

WITNESSETH:

WHEREAS, Licensee desires to host a 5K run and charity event known as the "Sola Hot Mini 5K" (the "Event") on September 12, 2026; and

WHEREAS, in connection with the Event, Licensor has agreed to license the right to use the Licensed Area (as defined below) to Licensee, and Licensee has agreed to license the Licensed Area from Licensor, for the Permitted Use (as defined below) in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. **Grant of License; Permitted Use.** Licensor hereby grants to Licensee a non-exclusive, non-transferable revocable license to utilize a portion of the parking lot located at Greystone Village shopping center (the "Shopping Center") in Raleigh, North Carolina, shown as the "5K Route" on Exhibit "A" attached hereto and incorporated herein by this reference (the "Licensed Area"), for the Permitted Use. The placement of registration tables, porta-potties (no more than ten (10)) and coordination materials for the Event is limited to the drive-thru area of Licensee's leased premises, which are leased to Licensee by Licensor pursuant to a separate lease agreement, and these items are not permitted in the Licensed Area. As used herein, the "Permitted Use" shall mean solely for the purposes of hosting the Event during the Term. The persons walking or running in the Event are referred to herein as "Participants." Licensee is not permitted to serve, and shall not permit the consumption of, alcoholic beverages on the Licensed Area during the Term. Licensee covenants and agrees not to use the Licensed Area for any purpose other than the Permitted Use without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion. Licensee acknowledges and agrees that Licensee has had the full opportunity to inspect the Licensed Area, and Licensee accepts the Licensed Area in "As-Is," "Where-Is" condition. Licensor makes no representation to Licensee that the Licensed Area is suitable for the Permitted Use.
2. **Term.** The term of this License shall commence on Saturday, September 12, 2026, at 6:30 a.m. and continue through Saturday, September 12, 2026, at 11:00 a.m., unless sooner terminated as set forth herein (the "Term").
3. **License Fee.** Licensee shall pay to Licensor a license fee of \$10.00, the receipt and sufficiency of which is hereby acknowledged.

4. Duties of Licensee. Licensee shall have the following duties and obligations at the Licensed Area during the Term:

(a) Security. Licensee shall be solely responsible for the security of Licensee's property, and its employees, agents, representatives, contractors, subcontractors, performers, licensees, customers, guests, spectators, Participants, volunteers, vendors, sponsors, exhibitors, concessionaires, service providers and invitees (collectively, "Representatives") located at the Licensed Area. Licensor shall under no circumstances be liable to Licensee or its Representatives by reason of any theft, burglary, robbery, assault, trespass, unauthorized entry, vandalism, or any other act of any third person occurring in or about the Licensed Area.

(b) Cleaning and Maintenance. Licensee shall maintain the Licensed Area in good and clean condition at all times, including, without limitation, the removal of all trash and debris deposited by Licensee and its Representatives on and around the Licensed Area.

(c) Compliance with Laws and Regulations. At all times, Licensee shall observe and comply, and shall cause its Representatives to observe and comply, with all of the following (collectively, "Laws and Regulations"): (i) all applicable laws, statutes, decrees, orders, ordinances, rules, regulations and code requirements of all federal, state, county and municipal governmental bodies and any direction of any public officer pursuant to law; and (ii) any rules and regulations applicable to the Licensed Area adopted and promulgated by Licensor from time to time. Such Laws and Regulations shall include, without limitation, Laws and Regulations applicable to use of the Licensed Area, storage and disposal of hazardous materials and waste and other environmental matters, and human health and disease prevention. Licensee shall provide notice to Licensor immediately upon any violation of such Laws and Regulations by Licensee or its Representatives.

(d) Permits, Licenses and Consents. Licensee has and shall maintain any and all required permits, licenses and/or consents required for Licensee's use of the Licensed Area. Licensee acknowledges and agrees that it shall have the sole responsibility to obtain all required permits for the Permitted Use.

(e) No Harm or Injury. Licensee shall not harm the Licensed Area; not commit waste, nor create any nuisance; nor make any use of the Licensed Area which is offensive as determined by Licensor, in its sole discretion; nor do any act tending to injure the reputation of any of the Licensor Parties (as defined in Section 6 below).

(f) Equipment; Representatives. Licensee shall be solely responsible for its own business personal property and all equipment, including the setup and removal of the equipment, needed for the Permitted Use on the Licensed Area. Licensee shall further be responsible for all of Licensee's Representatives on or about the Licensed Area during the Term, and Licensee expressly acknowledges and agrees that Licensor is relying on Licensee's acceptance of such responsibility as a condition of entering into this License.

(g) Waiver and Release of Liability. Licensee shall have each and every Participant participating in the Event and all other Representatives volunteering or assisting with the Permitted Use provide a Representative Waiver. For purposes of this License, a "Representative Waiver" shall mean a waiver in the form of either (i) the Waiver and Release of Liability and Assumption of Risk in the form set forth in General Rider #1,

attached hereto and incorporated herein by this reference (the "Paper Waiver"), which shall be completed and signed by the Participant or other Representative; or (ii) the Electronic Waiver and Release of Liability and Assumption of Risk in the form set forth in General Rider #2, attached hereto and incorporated herein by this reference (the "Electronic Waiver"), which must be electronically viewed, acknowledged and agreed to by the Participant or other Representative as part of the Event registration process. For Electronic Waivers, Licensee represents and warrants to Licensor that the Participant's or other Representative's viewing and acknowledgment of, and agreement to, the Electronic Waiver shall be a condition of the Participant's or other Representative's ability to register for the Event. Licensee shall collect and retain all Representative Waivers, and at the request of Licensor, Licensee shall provide to Licensor the Paper Waivers and evidence of the Electronic Waivers provided by the Participants and Representatives.

(h) Vendors. Licensee shall only be permitted to have contractors, subcontractors, performers, licensees, vendors, exhibitors, concessionaires, service providers, and/or sponsors (collectively, "Vendors") on the Licensed Area as approved in writing by Licensor prior to the beginning of the Term. If a Vendor is approved by Licensor, Licensee shall contractually obligate each Vendor selling food and/or merchandise, providing services or performing work at the Event to carry appropriate insurance coverage, to name as an additional insured and to indemnify, defend and hold harmless Licensor by having each Vendor sign a separate Vendor's Release, Waiver and Indemnification Agreement in the form set forth in General Rider #3 attached hereto and incorporated herein by this reference ("Vendor Waiver"). Licensee shall collect and retain all Vendor Waivers, and at the request of Licensor, Licensee shall provide to Licensor the Vendor Waivers signed by the Vendors. Licensee assumes full responsibility of risk of loss if any Vendor does not sign the Vendor Waiver.

(i) Parking. Licensee acknowledges and agrees that it shall not, and that Licensee will ensure that any Representatives of Licensee on the Licensed Area do not park in the Food Lion shopping center parking areas nor obstruct the free flow of the roads surrounding the Licensed Area. Licensee shall be responsible for (i) obtaining offsite parking for its Representatives, (ii) controlling the flow of vehicular traffic and pedestrian traffic, and (iii) minimizing congestion of the same.

5. Duties of Licensor. Unless specifically stated herein, Licensor has no responsibility or obligations in regards to the Event, the Permitted Use or the Licensed Area.

6. Indemnification. Licensee assumes full responsibility for the Licensed Area during the Term, and to the fullest extent allowed by law, shall indemnify, hold harmless and defend the Licensor Parties from and against any and all losses, legal actions, lawsuits, proceedings, judgments, occurrences, liabilities, obligations, damages, penalties, claims, demands, costs, charges, expenses, fines and fees, including but not limited to litigation costs and expenses, attorneys' fees and other professional fees and defense costs (including without limitation such costs, expenses and fees as may be incurred by any of the Licensor Parties in establishing and enforcing its or their right to indemnification hereunder) (each a "Claim," and collectively, "Claims") which may be made, brought or recovered against any of the Licensor Parties by third parties or by Licensee or its Representatives, arising from, caused by or related to: (a) the preparation, operation, use, setup, breakdown, cleanup, occupancy, maintenance, repair, misuse or negligent use by Licensee or any of its Representatives of the Licensed Area, including the operation, management and security of the Event, whether or not on the Licensed Area, including without limitation, bodily injury to or death of any person or the damage to or theft, destruction, loss, or

loss of use of any property, and personal and advertising injury, including bodily injury, death, damage, theft, destruction, loss, or loss of use caused by third parties; (b) the intentional misconduct, misrepresentation, fraud, error or omission by Licensee or any of its Representatives with respect to this License; (c) any breach of this License by Licensee or any of its Representatives, including any actions or inactions by Licensee or any of its Representatives outside the scope of authority granted to Licensee pursuant to this License; or (d) Licensee's failure to comply with Licensor Parties' instructions or directions related to this License. The term "Licensor Parties" shall include Licensor, Burroughs & Chapin Company, Inc., Burroughs & Chapin TRS, Inc. and their respective subsidiaries, affiliates, principals, contractors, subcontractors, shareholders, members, officers, directors, agents, employees, mortgagees, and all of their respective successors and assigns.

Upon receiving notice of or having any knowledge of any Claim brought for which Licensee has an obligation to indemnify, Licensee shall immediately notify Licensor of such Claim, and at Licensee's sole cost and expense, defend such Claim by counsel designated by Licensee or Licensee's insurance carrier, or if Licensee does not defend such Claim, shall cause the same to be defended by counsel selected by Licensor. Licensee and/or any of its Representatives shall not settle any Claims without the consent of Licensor. Notwithstanding any provision of this License to the contrary, the provisions of this Section 6 shall survive the expiration or earlier termination of this License in perpetuity.

7. Insurance.

(a) Licensee shall procure prior to accessing the Licensed Area and shall maintain in force throughout the Term all of the following insurance policies:

(i) Commercial general liability insurance covering liability arising from bodily injury, death and property damage due to Licensee's or any of its Representatives' use, occupancy, preparation, setup, cleanup, breakdown, operation and management of the Licensed Area or the Event, including coverage for but not limited to, spectator and participant liability, medical payments, premises liability, products-completed operations, independent contractors, personal and advertising injury, and contractual liability (specifically covering this License), which shall be written on an ISO Form CG 00 01 or a reasonable equivalent with minimum limits of not less than **\$1,000,000.00** per occurrence and **\$2,000,000.00** in the aggregate, and **\$25,000.00** sublimit for each Participant. If coverage for Participants is excluded on the commercial general liability policy, Licensee shall obtain separate personal accident coverage with limits not less than **\$25,000.00** for each Participant.

(ii) Automobile liability insurance covering all owned, borrowed, leased, hired and non-owned vehicles, driven onto the Licensed Area or used for the Event with minimum limits not less than **\$1,000,000.00** each accident or combined single limit. If Licensee does not own any vehicles, such coverage may be provided by a hired and non-owned automobile liability endorsement attached to the commercial general liability policy. Licensee may also meet the required coverage with a personal automobile liability policy with minimum limits not less than **\$100,000.00** combined single limit.

(iii) Statutory workers' compensation and employer's liability insurance with minimum limits not less than **\$500,000.00** each accident, each employee and

policy limit, including a voluntary compensation endorsement, insuring injuries to employees, and, if applicable, volunteers while working or attending the Event, including work or activities related to the setup prior to and breakdown after the Event. If Licensee does not have any employees, Licensee may provide documentation of being exempt of the North Carolina workers' compensation laws.

(iv) Umbrella/excess liability insurance providing coverage on a following form basis for the policies listed in items (i), (ii) and (iii) of this Section 7(a), with minimum limits not less than **\$2,000,000.00** per occurrence and **\$2,000,000.00** in the aggregate. Such coverage shall be written on an occurrence form, be at least as broad as each and every one of the underlying policies and shall recognize the Licensor Parties and any other parties designated as an additional insured.

(v) Property insurance covering all of Licensee's property and equipment, including any property or equipment of Licensor in the care, custody and control of Licensee, that will be used for the Event and located at the Licensed Area.

(b) All policies required in this Section 7 shall (i) be issued by insurance companies with an A.M. Best rating of "A-, VIII" or better and authorized to do business in the State of North Carolina; (ii) provide a thirty (30) day written notice to Licensor prior to cancellation, except ten (10) days for non-payment of premium; (iii) be primary and non-contributory as to any insurance maintained by Licensor Parties and include a waiver of subrogation in favor of Licensor and Licensor Parties; and (iv) except for property insurance and workers' compensation and employer's liability insurance, name Licensor Parties as additional insureds. Licensee acknowledges that Licensor will not maintain any insurance protecting Licensee or its Representatives, their respective property or the Event. The required coverage and limits set forth in this Section 7 are minimum limits established by Licensor and shall in no event limit Licensee's liability under this License, at law or in equity, and nothing contained herein shall be construed to mean the required limits are adequate or appropriate to protect Licensee or its Representatives from greater loss. Licensee may provide coverage under master/blanket policies or special event policies that also includes coverage for any Vendors. Upon execution of this License and prior to entering the Licensed Area, and thereafter prior to the expiration and renewal of the required insurance policies, Licensee shall deliver to Licensor a certificate of insurance or such other evidence of the required insurance acceptable to Licensor, including copies of policies or endorsements. The certificate of insurance shall list the name and dates (including setup and breakdown) of the Event and shall state "Greystone Village, LLC, Burroughs & Chapin Company, Inc., Burroughs & Chapin TRS, Inc. and their respective subsidiaries, affiliates, principals, contractors, subcontractors, shareholders, members, officers, directors, agents, employees, mortgagees, and all of their respective successors and assigns are additional insureds under the applicable liability policies due to operations of the named insured, according to the Revocable Temporary License Agreement. Coverage shall be primary and non-contributory and shall include a waiver of subrogation." Notwithstanding the foregoing to the contrary, Licensor reserves the right to change the insurance requirements set forth in this Section 7 based on Licensor's review of the Permitted Use.

(c) **Licensee shall submit certificates of insurance evidencing such coverage and policy endorsements required under this Section 7 to Licensor at certs@bccompany.com at least fifteen (15) days prior to the commencement of the Term.**

(d) Notwithstanding anything contained herein to the contrary, Licensee hereby releases and waives unto all Licensor Parties all rights to claim damages, costs or expenses for any bodily or personal injury to persons (including death) or property damage or loss of use caused by a loss of any type whatsoever to the extent such damages, costs or expenses are covered under the terms of any policy of insurance or would have been covered if Licensee carried the insurance required herein, including any losses that are within any applicable deductibles or self-insured retentions.

8. Surrender of the Licensed Area. Upon the expiration or earlier termination of this License, Licensee shall remove all of Licensee's property from the Licensed Area and surrender and return to Licensor the Licensed Area in its original condition as of the Effective Date.

9. Termination of License. **Licensee understands and agrees that Licensee's rights under this License may be terminated by Licensor upon forty-eight (48) hours' prior written notice to Licensee, with or without cause.**

10. Notice. Any notice given or required to be given under this License shall be valid if delivered or given in writing via a nationally recognized overnight courier which documents receipt of its deliveries, at the address stated below or at such other addresses that may be designated in writing by either party, and shall be deemed to have been given on the first business day following the day on which the notice is sent.

For Licensor: Greystone Village, LLC 8820 Marina Parkway Myrtle Beach, SC 29572 Attn: Lease Administration	For Licensee: Capital City Coffee Company, Inc. P.O. Box 1296 Wake Forest, NC 27588 Attn: Lisa Lewis
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11. Default. Licensee shall be deemed in default hereunder if Licensee fails to perform promptly and fully any obligation on the part of Licensee or its Representatives. In the event of any such default, Licensor may without notice or demand to Licensee (a) take possession of the Licensed Area, (b) terminate this License, (c) pursue an action for money damages, and/or (d) pursue any and all other remedies available to Licensor in equity or at law. The remedies of Licensor shall be non-exclusive and cumulative.

12. Assignment/Subletting. Licensee shall not have the right to assign this License or sublet any portion of the Licensed Area.

13. Captions. Captions are used in this License for convenience only and are not intended to be used in construction or interpretation thereof.

14. Governing Law. This License shall be construed in accordance with and governed by the laws of the State of North Carolina.

15. Jurisdiction, Venue. For all litigation arising out of or related to this License, the parties agree that venue shall be in the county and state of Licensor's principal place of business. Licensee agrees to submit to jurisdiction of the federal and state courts in Wake County, North Carolina and to waive any objections to such venue.

16. Binding Effect. The provisions of this License shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. Multiple Counterparts; Electronic Signatures. This License may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original for all purposes, but all of which, when taken together, shall constitute one and the same instrument. Executed original counterpart signature pages of this License may be delivered by email in portable document format (.pdf), or other electronic transmission intended to preserve the original graphic appearance of a document, and any such signature page shall be deemed an original. If requested by Licensor, Licensee shall also mail its original signature page to Licensor within ten (10) days after Licensor's request, provided that delivery of such signature page is deemed to have occurred on the day the electronic transmission was completed. Each party further agrees that Electronic Signatures, whether digital or encrypted, may be used in place of manual signatures on this License and that such Electronic Signatures of the parties are intended to authenticate this License and to have the same force and effect as manual signatures. "Electronic Signature" means any electronic symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including Adobe Acrobat Sign, DocuSign or other similar platforms. Each party intends to be bound by such party's Electronic Signature on this License, is aware that the other party is relying on such party's Electronic Signature, and hereby waives any defenses to the enforcement of this License based upon the form of signature.

18. Entire Agreement. This License represents the entire agreement between Licensor and Licensee with respect to the subject matter hereof and supersedes all prior agreements with respect to the parties, whether written or oral.

19. Waiver of Trial by Jury. **LICENSOR AND LICENSEE HEREBY MUTUALLY, INTENTIONALLY AND KNOWINGLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, CROSSCLAIM, COUNTERCLAIM, OR THIRD-PARTY COMPLAINT BROUGHT BY EITHER PARTY FOR ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS LICENSE, THE RELATIONSHIP OF LICENSOR AND LICENSEE, THE LICENSED AREA, ANY BUSINESS ON THE LICENSED AREA, PRE-LICENSE DISCUSSION OR NEGOTIATIONS, OR ANY OTHER MATTER WHATSOEVER BETWEEN OR INVOLVING THE PARTIES.**

20. Release. **LICENSEE HEREBY RELEASES THE LICENSOR PARTIES FROM AND FOREVER WAIVES LICENSEE'S CLAIMS AGAINST THE LICENSOR PARTIES FOR ANY AND ALL CLAIMS THAT ARISE IN RELATION TO LICENSEE'S OR ANY OF ITS REPRESENTATIVES' PARTICIPATION IN THE EVENT OR THE PERMITTED USE. LICENSEE ACKNOWLEDGES THIS RELEASE APPLIES TO ALL CLAIMS WHICH CURRENTLY EXIST OR WHICH HAVE EXISTED, OR WHICH MAY ARISE OR ARE DISCOVERED IN THE FUTURE IN RELATION TO LICENSEE'S OR ITS REPRESENTATIVES' ACTIVITIES, SERVICES OR WORK AT THE EVENT. LICENSEE INTENDS THIS TO BE A COMPLETE AND TOTAL RELEASE OF ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, FIXED OR CONTINGENT, OR WHETHER THE FACTS HEREAFTER PROVE TO BE OTHER THAN OR DIFFERENT THAN THE FACTS KNOWN BY LICENSEE OR BELIEVED BY LICENSEE, AND THIS RELEASE SHALL BE CONSTRUED AS BROADLY AS THE LAW ALLOWS TO ACCOMPLISH THIS STATED INTENTION. LICENSEE REPRESENTS AND AGREES THAT NO LEGAL ACTION OF ANY KIND WILL BE TAKEN AGAINST THE LICENSOR PARTIES BY LICENSEE IN RELATION TO THE EVENT.**

IN WITNESS WHEREOF, the parties have executed this License to be binding and effective as of the Effective Date.

LICENSOR:

Witnesses:

GREYSTONE VILLAGE, LLC

By: _____

Its: _____

Print Name: _____

[REMAINDER OF PAGE LEFT BLANK – LICENSEE SIGNATURE ON NEXT PAGE]

Witnesses:

LICENSEE:

CAPITAL CITY COFFEE COMPANY, INC.

By: _____

Its: _____

Print Name: _____

EXHIBIT "A"
LICENSED AREA

The Licensed Area is the area shown by arrows as "5K Route" below:



<p align="center">Greystone Village</p> <p align="center">Exhibit Raleigh, North Carolina</p>	<p>Legend</p> <p>→ 5K Route</p>	 	<p>Burroughs & Chapin</p> <p>8820 Marina Parkway, Myrtle Beach, SC 29572 843-448-5123 Ph. www.burroughschapin.com</p> <p><small>The information provided on this map is compiled from various sources. Parcel and Centeline Data are courtesy of Local County's GIS Department. This data has not been verified for accuracy and is not guaranteed. The information provided should be used at the user's discretion and for general information purposes only.</small></p>
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GENERAL RIDER #1

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of permission to allow the undersigned to attend and participate in the Sola Hot Mini 5K (the "Event") at Greystone Village shopping center ("Property"), for the period of September 12, 2026 from 6:30 a.m. through 11:00 a.m., organized and hosted by Capital City Coffee Company, Inc., a North Carolina corporation (the "Event Organizer"), the undersigned acknowledges and agrees as follows:

1. There is an inherent risk of injury from my presence at, and/or participation in, the Event.
2. Without limiting the foregoing, I am aware of the contagious nature of certain diseases including COVID-19 (collectively, "Disease"), and I acknowledge the risk that I may be exposed to and that I may contract Disease by being on the Property and engaging in the Event. I understand and acknowledge that such exposure or infection may result in serious illness, bodily injury, permanent disability, and/or death. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Releasees (as defined below). I understand that Releasees cannot guarantee that I will not become infected with Disease while on the Property. I agree to comply with all protocols (if any) regarding Disease required by federal, state, county and municipal authorities and by the Event Organizer at all times during the Event and while on the Property.
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS RELATED TO MY PRESENCE AT, AND/OR PARTICIPATION IN, THE EVENT, BOTH THE RISKS KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, AND I ASSUME FULL RESPONSIBILITY FOR MY ATTENDANCE AND/OR PARTICIPATION IN THE EVENT.
4. If I observe any unusual significant hazard during my presence at, or participation in, the Event, I will remove myself from participation in such Event and bring such to the attention of the nearest official or representative of the Event Organizer immediately.
5. I, for myself and on behalf of my heirs, assigns, personal representatives, family and next of kin, HEREBY WAIVE ANY CLAIMS AGAINST, RELEASE AND HOLD HARMLESS Greystone Village, LLC (as licensor of the Property), Event Organizer, and their respective affiliates, officers, directors, board members, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Event (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
6. I, for myself and on behalf of my heirs, assigns, personal representatives, family and next of kin, hereby agree to indemnify and hold harmless Releasees against any loss, costs, damages, liens, expenses (including attorneys' fees), lawsuits, claims, procedures, actions or other liability claimed or imposed upon Releasees for any property damage or loss, bodily injury of any kind, illness and/or death, whether arising from the negligence of Releasees or otherwise. I agree to defend and indemnify Releasees from any claim, cost, or expense arising from or relating to my acts or omissions or alleged acts or omissions while participating in the Event.
7. I further expressly agree that this Waiver and Release of Liability and Assumption of Risk (this "Agreement") is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina and that if any portion thereof is held invalid, it is expressly agreed that the remaining terms and conditions shall, notwithstanding, continue in full legal force and effect.

[SIGNATURE ON THE FOLLOWING PAGE]

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND FULLY INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AS TO THE ABOVE RELEASEES TO THE GREATEST EXTENT ALLOWED BY LAW. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY.

Signature: _____

Name, printed: _____

Date: _____

Note: A fully signed copy of this Agreement must be received before you are allowed to take part in the Event.

FOR INDIVIDUALS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

I hereby authorize the participation and attendance of my child in the Event. I further certify that I, as parent/guardian with legal responsibilities for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, family and next of kin, I release and agree to indemnify the Releasees from any and liabilities incident to my minor child's involvement or participation in the Event as provided above, EVEN IF ARISING FROM ANY RELEASEE'S NEGLIGENCE. I fully understand the terms and conditions of this Agreement as set forth above and expressly agree to be bound by the foregoing terms and conditions.

Parent/Guardian Signature: _____

Parent/Guardian's Name, printed: _____

Minor's Name, printed: _____

Date: _____

Note: A fully signed copy of this Agreement must be received before the minor is allowed to take part in the Event.

GENERAL RIDER #2
FORM OF ELECTRONIC WAIVER

PLEASE READ THE FOLLOWING WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT (“AGREEMENT”) CAREFULLY. BY PROCEEDING WITH REGISTERING FOR THIS EVENT (THE “EVENT”), YOU ACKNOWLEDGE AND AGREE THAT (1) YOU HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS, (2) YOU HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO TERMS OF THIS AGREEMENT, (3) YOU FULLY INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AS TO THE RELEASEES (AS DEFINED BELOW) TO THE GREATEST EXTENT ALLOWED BY LAW, AND (4) YOU ARE AGREEING TO THE TERMS OF THIS AGREEMENT FREELY AND VOLUNTARILY.

In consideration of permission to allow you to attend and participate in the Event organized and hosted by Capital City Coffee Company, Inc., a North Carolina corporation (the “Event Organizer”), you acknowledge and agree as follows:

1. There is an inherent risk of injury from my presence at, and/or participation in, the Event.
2. Without limiting the foregoing, I am aware of contagious nature of certain diseases including COVID-19 (collectively, “Disease”), and I acknowledge the risk that I may be exposed to and that I may contract the Disease by being on Greystone Village (“Property”) and engaging in the Event. I understand and acknowledge that such exposure or infection may result in serious illness, bodily injury, permanent disability, and/or death. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including employees of Releasees. I understand that Releasees cannot guarantee that I will not become infected with Disease while on the Property. I agree to comply with all protocols regarding Disease required by federal, state, county and municipal authorities and by the Event Organizer at all times during the Event and while on the Property.
3. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS RELATED TO MY PRESENCE AT, AND/OR PARTICIPATION IN, THE EVENT, BOTH THE RISKS KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, AND I ASSUME FULL RESPONSIBILITY FOR MY ATTENDANCE AND/OR PARTICIPATION IN THE EVENT.**
4. If I observe any unusual significant hazard during my presence at, or participation in, the Event, I will remove myself from participation in such Event and bring such to the attention of the nearest official or representative of the Event Organizer immediately.
5. **I, for myself and on behalf of my heirs, assigns, personal representatives, family and next of kin, HEREBY WAIVE ANY CLAIMS AGAINST, RELEASE AND HOLD HARMLESS Greystone Village, LLC (as licensor of the Property), the Event Organizer, and their respective officers, directors, board members, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Event (collectively, the “Releasees”), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE.**
6. I, for myself and on behalf of my heirs, assigns, personal representatives, family and next of kin, hereby agree to indemnify and hold harmless Releasees against any loss, costs, damages, liens, expenses (including attorneys’ fees), lawsuits, claims, procedures, actions or other liability claimed or imposed upon Releasees for any property damage or

loss, bodily injury of any kind, illness and/or death, whether arising from the negligence of Releasees or otherwise. I agree to defend and indemnify Releasees from any claim, cost, or expense arising from or relating to my acts or omissions or alleged acts or omissions while participating in the Event.

7. I further expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina and that if any portion thereof is held invalid, it is expressly agreed that the remaining terms and conditions shall, notwithstanding, continue in full legal force and effect.

IF YOU ARE REGISTERING FOR THE EVENT ON BEHALF OF SOMEONE WHO IS UNDER THE AGE OF EIGHTEEN (18) (THE "MINOR"), YOU CERTIFY THAT YOU ARE THE PARENT OR GUARDIAN OF THE MINOR THAT YOU HAVE THE LEGAL RIGHT TO AGREE TO THIS AGREEMENT, AND BY REGISTERING FOR THE EVENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

GENERAL RIDER #3

VENDOR'S RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

This Vendor's Release, Waiver and Indemnification Agreement (this "Agreement") is hereby given by _____ ("Indemnitor"), with an address of _____, in favor of Greystone Village, LLC, Burroughs & Chapin Company, Inc. , Burroughs & Chapin TRS, Inc., Event Organizer (as defined below), and their respective subsidiaries, affiliates, principals, contractors, subcontractors, shareholders, members, officers, directors, agents, employees, mortgagees, and all of their respective successors and assigns (collectively, "Indemnitees").

Recitals:

WHEREAS, Indemnitor is a vendor of Capital City Coffee Company, Inc., a North Carolina corporation (the "Event Organizer"), for the "Sola Hot Mini 5K" (the "Event"), to be held from September 12, 2026, 6:30 a.m. through 11:00 a.m., at property being licensed to Event Organizer for the Event and owned or managed by other Indemnitees, which is located at Greystone Village in Raleigh, North Carolina (the "Property");

WHEREAS, Indemnitor is participating in, providing services or performing work for the Event (the "Permitted Use");

WHEREAS, Indemnitor recognizes the potential for risk of harm to persons and property at the Event; and

WHEREAS, Indemnitor desires that Indemnitees not be at risk for activities, services or work of Indemnitor at the Event or for Indemnitor's participation in the Event.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Indemnitor covenants as follows:

1. Release and Waiver. Indemnitor hereby releases Indemnitees and forever waives Indemnitor's claims against Indemnitees for any and all losses, legal actions, lawsuits, proceedings, judgments, occurrences, liabilities, obligations, damages, penalties, claims, demands, costs, charges, expenses, fines and fees, including, but not limited to, litigation costs and expenses, attorneys' fees and other professional fees and defense costs (each a "Claim," and collectively, "Claims") arising from or related to Indemnitor's activities, services or work at the Event or Indemnitor's participation in the Event. Indemnitor acknowledges that this Agreement applies to all Claims which currently exist or which have existed, or which may arise or are discovered in the future in relation to Indemnitor's activities, services or work at the Event. Indemnitor intends this to be a complete and total release of all Claims, whether known or unknown, fixed or contingent, or whether the facts hereafter prove to be other than or different than the facts known by Indemnitor or believed by Indemnitor, and this Agreement shall be construed as broadly as the law allows to accomplish this stated intention. Indemnitor represents and agrees that no legal action of any kind will be taken against Indemnitees by Indemnitor in relation to the Event.

2. Indemnification. To the fullest extent allowed by law, Indemnitor shall indemnify, hold harmless and defend Indemnitees from and against any and all Claims (including without

limitation such costs, expenses and fees as may be incurred by any Indemnitees in establishing and enforcing its or their right to indemnification hereunder) which may be made, brought or recovered against any of Indemnitees by third parties, Indemnitor, and/or its directors, officers, partners, members, principals, employees, contractors, subcontractors, exhibitors, vendors, concessionaire, performers, customers, agents and invitees (collectively, "Indemnitor Parties"), arising from, caused by or related to: (a) the preparation, operation, use, setup, breakdown, cleanup, occupancy, maintenance, repair, misuse or negligent use of the Property by Indemnitor or any Indemnitor Parties of the Property, including the operation, management and security of the Event, whether or not on the Property, including without limitation, bodily injury to or death of any person or the damage to or theft, destruction, loss, or loss of use of any property, and personal and advertising injury, including bodily injury, death, damage, theft, destruction, loss, or loss of use caused by third parties; (b) the intentional misconduct, misrepresentation, fraud, error or omission by Indemnitor or any Indemnitor Parties with respect to this Agreement; (c) any breach of this Agreement by Indemnitor or any Indemnitor Parties, including any actions or inactions by Indemnitor or any Indemnitor Parties outside the scope of authority granted to Indemnitor pursuant to this Agreement; or (d) Indemnitor's failure to comply with Indemnitees' instructions or directions related to this Agreement.

Upon receiving notice of or having any knowledge of any Claim brought for which any Indemnitor Parties have an obligation to indemnify, Indemnitor shall immediately notify Indemnitees of such Claim, and at Indemnitor Parties' sole cost and expense, defend such Claim by counsel designated by Indemnitor or Indemnitor Parties or their respective insurance carriers, or if Indemnitor or Indemnitor Parties do not defend such Claim, shall cause the same to be defended by counsel selected by Indemnitees. Indemnitor and/or Indemnitor Parties shall not settle any Claims without the consent of Indemnitees. The provisions of this Section 2 shall survive this Agreement in perpetuity.

3. Insurance Requirements.

(a) Indemnitor shall procure prior to accessing the Property and shall maintain in force all of the following insurance policies:

(i) Commercial general liability insurance covering liability arising from bodily injury, death and property damage due to Indemnitor's or any other parties' use, occupancy, preparation, setup, cleanup, breakdown, operation and management of the Property or the Event, including coverage for but not limited to, spectator and participant liability, medical payments, premises liability, products-completed operations, independent contractors, personal and advertising injury, and contractual liability (specifically covering this Agreement), which shall be written on an ISO Form CG 00 01 or a reasonable equivalent with minimum limits of not less than **\$1,000,000.00** per occurrence and **\$2,000,000.00** in the aggregate.

(ii) Automobile liability insurance covering all owned, borrowed, leased, hired and non-owned vehicles, driven onto the Property or used for the Event with minimum limits not less than **\$1,000,000.00** each accident or combined single limit. If Indemnitor does not own any vehicles, such coverage may be provided by a hired and non-owned automobile liability endorsement attached to the commercial general liability policy. Indemnitor may also meet the required

coverage with a personal automobile liability policy with minimum limits not less than **\$100,000.00** combined single limit.

(iii) Statutory workers' compensation and employer's liability insurance with minimum limits not less than **\$500,000.00** each accident, each employee and policy limit, including a voluntary compensation endorsement, insuring injuries to employees, and, if applicable, volunteers while working or attending the Event, including work or activities related to the setup prior to and breakdown after the Event. If Indemnitor does not have any employees, Indemnitor may provide documentation of being exempt of workers' compensation laws.

(iv) Umbrella/excess liability insurance providing coverage on a following form basis for the policies listed in items (i), (ii) and (iii) of this Section 3(a), with minimum limits not less than **\$2,000,000.00** per occurrence and **\$2,000,000.00** in the aggregate. Such coverage shall be written on an occurrence form, be at least as broad as each and every one of the underlying policies and shall recognize Indemnitees and any other parties designated as an additional insured.

(v) Property insurance covering all of Indemnitor's personal property and equipment that will be used for the Event and located at the Property.

(b) Indemnitor shall require any exhibitor, vendor, concessionaire, service provider, contractor and subcontractor participating in, providing services or performing work at the Event for Indemnitor or any other third party to: (i) carry and maintain the same policies and endorsements required of Indemnitor above, with limits appropriate to the hazards associated with their respective work or services being provided, or as required by any endorsement attached to Indemnitor's commercial general liability policy that limits coverage for Indemnitor for any exhibitor, vendor, concessionaire, service provider, contractor or subcontractor; (ii) name as additional insureds Indemnitees; and (iii) indemnify, defend and hold harmless Indemnitees. Indemnitor shall obtain no later than five (5) days before the Event and prior to any exhibitor, vendor, concessionaire, service provider, contractor and subcontractor entering, using or beginning any services or work at the Property, as well as keep on file and provide to Indemnitees when requested, certificates of insurance evidencing compliance with these requirements. If any such exhibitor, vendor, concessionaire, service provider, contractor or subcontractor does not evidence satisfactory insurance, then Indemnitor shall promptly take appropriate corrective measures before allowing the exhibitor, vendor, concessionaire, service provider, contractor or subcontractor to participate in, provide services or perform work at the Event.

(c) All policies required in this Section 3 shall: (i) be issued by insurance companies with an A.M. Best rating of "A-, VIII" or better and authorized to do business in the State of North Carolina; (ii) provide a thirty (30) day written notice to Indemnitees prior to cancellation, except ten (10) days for non-payment of premium; (iii) be primary and non-contributory as to any insurance maintained by Indemnitees and include a waiver of subrogation in favor of Indemnitees; and (iv) except for property insurance and statutory worker's compensation and employer's liability insurance, shall name Indemnitees as additional insureds. Indemnitor acknowledges that Indemnitees will not maintain any insurance protecting Indemnitor or any Indemnitor Parties, their respective property or the

Event. The required coverage and limits set forth in this Section 3 are minimum limits established by Indemnitees and shall in no event limit Indemnitor's liability under this Agreement, at law or in equity, and nothing contained herein shall be construed to mean the required limits are adequate or appropriate to protect Indemnitor and any Indemnitor Parties from greater loss. The required liability limits may be met by any combination of primary and umbrella/excess liability insurance and Indemnitor may provide coverage under master/blanket policies or special event policies that also includes coverage for any exhibitors, vendors, concessionaires, service providers, contractors or subcontractors. Upon execution of this Agreement and prior to entering the Property, and thereafter prior to the expiration and renewal of the required insurance policies, Indemnitor shall deliver to Indemnitees a certificate of insurance or such other evidence of the required insurance acceptable to Indemnitees, including copies of policies or endorsements. The certificate of insurance shall list the name and dates (including setup and breakdown) of the Event, and shall state "Greystone Village, LLC, Burroughs & Chapin Company, Inc., Burroughs & Chapin TRS, Inc., Capital City Coffee Company, Inc., and their respective subsidiaries, affiliates, principals, contractors, subcontractors, shareholders, members, officers, directors, agents, employees, mortgagees, and all of their respective successors and assigns are additional insureds under the applicable liability policies due to operations of the named insured, according to the Vendor's Release, Waiver and Indemnification Agreement. Coverage shall be primary and non-contributory and shall include a waiver of subrogation." Notwithstanding the foregoing to the contrary, Indemnitees reserve the right to change the insurance requirements set forth in this Section 3 based on Indemnitees' review of Indemnitor's use of the Property.

(d) **Indemnitor shall submit certificates of insurance evidencing such coverage and policy endorsements required under this Section 3 to Indemnitees at certs@bccompany.com at least thirty (30) days prior to the Event.** Indemnitor shall be obligated to maintain the required insurance coverage throughout the Event.

(e) Notwithstanding anything contained herein to the contrary, Indemnitor hereby releases and waives unto Indemnitees all rights to claim damages, costs or expenses for any bodily or personal injury to persons (including death) or property damage or loss of use caused by a loss of any type whatsoever to the extent such damages, costs or expenses are covered under the terms of any policy of insurance or would have been covered if Indemnitor carried the insurance required herein, including any losses that are within any applicable deductibles or self-insured retentions.

4. **Permits, Licenses and Consents.** Indemnitor has and shall maintain any and all required permits, licenses and/or consents required for Indemnitor's use of the Property for the Event.

5. **Use.** Indemnitor shall use the Property solely for the purpose of the Permitted Use. Subject to applicable laws and regulations. Indemnitor is not permitted to serve, and shall not permit the consumption of, alcoholic beverages during the Event. Indemnitor acknowledges and agrees that Indemnitor has had the full opportunity to inspect the Property, and Indemnitor accepts the Property in "As-Is," "Where-Is" condition. Indemnitees make no representation to Indemnitor that the Property is suitable for Indemnitor's purposes or uses of the Property. At all times, Indemnitor shall observe and comply, and shall cause its employees and agents to comply, with all of the following (collectively, "Laws and Regulations"): (i) all applicable laws, statutes, decrees, orders, ordinances, rules regulations and code requirements of all federal, state, county

and municipal governmental bodies and any direction of any public officer pursuant to law; and (ii) any rules and regulations applicable to the Property adopted and promulgated by Indemnitees from time to time. Such Laws and Regulations shall include, without limitation, Laws and Regulations applicable to use of the Property, storage and disposal of hazardous materials and waste and other environmental matters, and human health and disease prevention.

This Agreement shall be governed by the laws of the State of North Carolina and shall be binding upon Indemnitor's heirs, successors, agents or assigns and shall be for the benefit of Indemnitees, its employees, officers, agents, affiliates, agents and assigns and all volunteers, donors, sponsors, organizers and fundraisers.

IN WITNESS WHEREOF, Indemnitor has hereunto set its hands and seals this _____ day of _____, 20__.

Indemnitor:

By: _____

Name: _____

Title: _____