

APPENDIX “C”

CITY OF CORONA

PLUG-IN ELECTRIC VEHICLE CHARGING STATION

LICENSE AGREEMENT

WITH DOS LAGOS CRN, LLC

(THE SHOPS AT DOS LAGOS)

RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Corona
400 S. Vicentia Ave
Corona, California 92882
Attn: City Clerk (DWP)

**This document was electronically submitted
to the County of Riverside for recording**
Received by: ALYCIA #778

FEE EXEMPT – GOVERNMENT CODE §27383

APN: 279-450-028

(SPACE ABOVE FOR RECORDER'S USE)

CITY OF CORONA
PLUG-IN ELECTRIC VEHICLE CHARGING STATION
LICENSE AGREEMENT

(DOS LAGOS CRN, LLC)
(THE SHOPS AT DOS LAGOS)

1. PARTIES AND DATE.

This Plug-In Electric Vehicle Charging Station License Agreement ("License") is made and entered into this 20th day of **January, 2016**, by and between the City of Corona (hereinafter referred to as "City"), a California municipal corporation and general law city with its principal place of business at 400 South Vicentia Avenue, Corona, CA 92882 and DOS LAGOS CRN, LLC, a California limited liability company (hereinafter referred to as "Licensor"), with its principal place of business at 3415 S. Sepulveda Blvd., Suite 400, Los Angeles CA 90034. City and Licensor are sometimes referred to individually as "Party" and collectively as the "Parties" throughout this License.

2. RECITALS.

2.1 Licensor Property. Licensor is the authorized agent of the owner of the real property located at 2780 Cabot Drive, Corona, California 92883, in the City of Corona, County of Riverside, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Licensor Property"). The Licensor Property is more commonly known as "The Shops at Dos Lagos".

2.2 Licensed Land. Subject to the terms and conditions contained in this License, Licensor wishes to grant to City, and City wishes to accept from Licensor, a non-exclusive license and right to use the following portions of the Licensor Property, which are more particularly described and/or depicted in Exhibit "B" attached hereto and incorporated herein by reference: (a) three (3) parking spaces; and (b) certain access and utility easements for conduits between the parking spaces and the nearest appropriate utility provider (collectively, the

“Licensed Land”) for the purposes described in Section 2.3 below (and for no other use or purpose).

2.3 Purpose of License. Licensor desires to allow City to use the Licensed Land and City desires to use the Licensed Land in exchange for due and adequate consideration, the receipt and sufficiency of which are acknowledged by the Parties and further described and set forth in this License. The purpose of this License is to allow City to construct, install, operate, maintain and repair on the Licensed Land a publically accessible plug-in electric vehicle charging station facility, as well as any ancillary equipment, including, without limitation, a point-of-sale credit card reader and necessary signage, as is more particularly depicted in Exhibit “C” attached hereto and incorporated herein by reference (collectively, the “City Facilities”). The location and design of the City Facilities is subject to the review and prior written approval of Licensor and City shall provide detailed plans and specifications for Licensor's review of same.

3. TERMS.

3.1 Licensed Land. Subject to the terms, covenants and conditions contained in this License, Licensor hereby grants to City and City hereby accepts a non-exclusive license in, on, over, under, along and across the Licensed Land, on the terms and conditions hereinafter set forth, for the purpose of constructing, installing, operating, maintaining and repairing the City Facilities.

3.1.1 Condition of Licensed Land. City hereby agrees that the Licensed Land shall be taken “as is”, “with all faults”, “without any representations or warranties” and City hereby agrees and warrants that it has investigated and inspected the condition of the Licensed Land and the suitability of same for City’s purposes, and City does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Licensed Land or the suitability of same for City’s purposes.

3.1.2 Maintenance; Security. City acknowledges and agrees that, notwithstanding anything to the contrary contained in this License, Licensor shall not be required to make any expenditure, incur any obligation, provide any services, perform any repairs or improvements, or incur any liability of any kind whatsoever in connection with the Licensed Land and/or the City Facilities. City shall keep the Licensed Land and City Facilities free of debris, rubbish and graffiti. City acknowledges that Licensor shall have no obligation to provide any security at the Licensor Property and that any security provided by Licensor is for Licensor’s sole benefit.

3.1.3 No Alterations. Except for any routine or emergency maintenance of the City Facilities, which shall not require the consent of Licensor, City shall make no alterations, changes or additions in or to the Licensed Land and/or the City Facilities without obtaining the prior written consent of the Licensor. Notwithstanding the foregoing to the contrary, prior to commencing any such routine or emergency maintenance activities, City is required to telephone Licensor's on-site management personnel at (951) 903-9105, and check in with Licensor's on-site
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management personnel located in Building 5 (Suite 140) on the Licensor Property.

3.1.4 Relocation. Licensor shall have the right at any time, upon giving City not less than thirty (30) days written notice (the "Relocation Notice"), to provide and furnish City with space elsewhere in the Licensor Property of approximately the same size as the Licensed Land (the "Relocation Space") and to relocate City to such space. In the event of any such relocation, (a) City shall pay for City's relocation costs; (b) this License and each and all of its terms, covenants and conditions shall remain in full force and effect with respect to the Relocation Space; and (c) such Relocation Space shall thereafter be deemed to be the "Licensed Land" as such term is used in this License. At Licensor's request, City shall execute an amendment to this License acknowledging the Relocation Space as the Licensed Land.

3.2 Term. Subject to the terms, covenants and conditions of this License, the term of this License shall be for five (5) years and shall be deemed to have commenced on the date which is the earlier of: (i) one hundred (120) days from the date first hereinabove written, or (ii) the date the City Facilities are installed and operational (either, as applicable, the "Initial Term"). The Initial Term shall be automatically extended for additional one (1) year renewal Terms (each a "Renewal Term"), unless either Party provides notice to the other Party of its intent not to renew at least ninety (90) days prior to the expiration of the Initial Term or any applicable Renewal Term. Within ten (10) days after Licensor's written request, City shall execute a written confirmation of the expiration date of the Initial Term in a form to be provided by Licensor.

3.3 City Facilities; Utilities; Access.

3.3.1 City Facilities. Subject to the terms, covenants and conditions contained herein, City shall be permitted to construct, install, operate, maintain and repair the City Facilities, as depicted in Exhibit "C" attached hereto, on the Licensed Land. Subject to the provisions of this License and Licensor's prior written approval of the design and location of same, City has the right to construct, install, maintain, operate and repair on the Licensed Land any utility lines, transmission lines, electronic equipment, supporting equipment and structures thereto necessary for the operation of the City Facilities. In connection therewith, City has the right to do all work necessary to prepare, maintain and alter the Licensed Land for City's business operations and to install utility connections between the Licensed Land and the nearest appropriate utilities provider in accordance with detailed plans and specifications approved in advance by Licensor. All of City's construction, installation, operation, maintenance and repair work shall be performed at City's sole cost and expense, in a good and workmanlike manner and according to plans and specifications approved in advance by Licensor.

3.3.2 Utilities. City shall pay for all of the electricity it consumes and/or consumed by the City Facilities in its operations at the rate charged by the servicing utility company. City shall draw electricity and other utilities from a separate meter than Licensor's (which separate meter City shall install at City's sole cost and expense) and from any utility company that will provide service to the Licensed Land. At no cost to Licensor, Licensor agrees

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to sign such commercially reasonable documents or easements as may be required by said utility companies to provide such service to the Licensed Land, including the grant to City or to the servicing utility company at no cost to City of an easement in, on, over, under, along, across or through the Licensor Property and the Licensed Land as required by such location acceptable to Licensor and the servicing utility company. City agrees to cooperate with Licensor to the extent required by Licensor to comply with California Public Resources Code Section 25402.10 including, without limitation, providing or consenting to any utility company providing City's energy consumption information for the Licensed Land and/or City Facilities to Licensor.

3.3.3 Lien Free. City shall keep the Licensed Land and City Facilities free from any mechanics' liens, vendors' liens, or any other liens arising out of any materials furnished or obligations incurred by City. City shall protect, defend, indemnify and hold harmless Licensor from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorneys' fees and costs incurred by Licensor in connection with any such claim or action.

3.3.4 City Access. City, City's employees, agents, contractors, subcontractors and invitees shall have access to the Licensed Land twenty-four (24) hours a day, seven (7) days a week, at no charge and with reasonable prior written notice to Licensor if City intends to perform maintenance or repairs on the Licensed Land or to the City Facilities. Prior to commencing any maintenance or repair activities, City is required to telephone Licensor's on-site management personnel at (951) 903-9105, and check in with Licensor's on-site management personnel located in Building 5 [Suite 140] on the Licensor Property. Licensor grants to City, and its agents, employees, contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Licensor Property from a public right-of-way to the Licensed Land.

3.3.5 Public Access. The public shall have access to the City Facilities and Licensed Land, twenty-four (24) hours a day, seven (7) days a week, at no charge and without prior notice.

3.4 Use. Subject to the provisions of this License, the Licensed Land may be used for any activity directly connected with the provision of electric vehicle charging services and the operation thereof, provided that City shall not construct or operate any facilities or structures in addition to those depicted or listed in Exhibit "C" without Licensor's prior written consent. City's use of the Licensed Land shall comply with all applicable laws, ordinances, regulations, and matters of record, including, without limitation, that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded on August 18, 2005, as Instrument No. 678788, in the Official Records of the Riverside County Recorder's Office, which is incorporated herein by this reference, as amended from time to time (the "Declaration"). Licensor may from time to time establish parking rules and regulations governing parking on the Licensed Land (provided such rules and regulations are non-discriminatorily enforced and do not prevent the use and operation of the City Facilities) and Licensor may cause the persons using the Licensed Land and

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City Facilities to comply with any and all such parking rules and regulations. The initial rules and regulations governing parking on the Licensed Land in effect as of the date of this License are attached hereto as Exhibit "D". Such rules and regulations may be modified from time to time, as Licensor deems appropriate, and City shall be provided a copy of such modifications. Licensor may tow any vehicles of City's employees, customers, invitees and guests which are parked in violation of this License, applicable laws or any of the parking rules and regulations. Licensor shall not be responsible or liable to City, any of its employees, customers or any person using City's parking spaces for the violation by any other person of any of the parking rules and regulations or any applicable laws.

3.5 Indemnification; Insurance.

3.5.1 Exemption of Licensor from Liability. Notwithstanding anything to the contrary in this License, neither Licensor nor its agents, employees or contractors shall be liable for injury to City's business or loss of income therefrom or for any indirect or consequential losses or damages suffered by City, however caused. Without limiting the foregoing, Licensor shall not be liable to City, and City hereby waives all claims against Licensor and its agents, employees, and contractors, for any damages arising from any act, omission or neglect of any other licensee, occupant or user of the Licensed Land and/or the Licensor Property. Except to the extent caused by the negligence or willful misconduct of City, its agents, employees, contractors, and/or invitees, Licensor agrees to defend, indemnify and hold the City its officers, officials, agents and employees free and harmless from and against any and all claims, losses, liability, demands, causes of action, damages, costs and expenses, including attorney's fees, property damage, bodily injuries, personal injury or death, in law or in equity, of every kind and nature, to the extent that the same arise out of or are the result of the negligence or willful misconduct of Licensor.

3.5.2 Indemnification by City. City agrees to protect, indemnify, hold harmless and defend Licensor and Licensor's employees, agents and representatives from and against any and all loss, cost, damage, liability or expense as incurred (including but not limited to attorneys' fees and legal costs) arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons to the extent it arises out of the negligent acts or omissions of City, its respective agents, employees, or contractors in connection with the City's use of the Licensed Land and/or the City Facilities pursuant to this License, except to the extent caused by the negligence or willful misconduct of Licensor. The obligations contained herein shall survive the termination of this License.

3.5.3 Insurance. At all times during the term of this License, City must procure and maintain commercial general liability on an occurrence basis with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The commercial general liability shall include Dos Lagos CRN LLC, Pacific Whale LLC, Jung Ah Lee, Maria Poeny LLC, and Equimax Management, their subsidiaries, directors, agents and employees as Additional Insured

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with respect to construction, installation, operation, maintenance and repair on the Licensed Land and City shall provide Licensor evidence of such insurance prior to accessing the Licensor Property. The above insurance requirement can be met by the Customer in the form of self-insurance, a deductible or through participation in a governmental risk sharing pool. Without limiting the foregoing, throughout the performance of any alterations, maintenance, repairs, changes or additions in or to the Licensed Land and/or the City Facilities, City shall cause its contractors and agents to obtain, workers compensation insurance and commercial general liability insurance in compliance with the provisions of this Section.

3.6 Consideration. Licensor is voluntarily granting to City, and City is voluntarily accepting, the License over the Licensed Land being conveyed herein in consideration of the mutual benefit that the installation and operation of the City Facilities will have on the Licensor Property, any business or other operations of Licensor on the Licensor Property, the environment and the community in general. The Parties understand, acknowledge and agree that full consideration and just compensation is hereby being provided by City to Licensor. Notwithstanding anything to the contrary contained herein, City shall be responsible for the full amount of any taxes imposed upon the City by any governmental authority in connection with the City's use of the Licensed Land and/or operation of the City Facilities.

3.7 No Assignment or Sublease by City. Subject to Section 3.3.4 above, City shall have no power, either voluntarily, involuntarily, by operation of law or otherwise, to sell, assign, transfer or hypothecate this License to any other party, or to sublease the Licensed Land or any portion thereof or to grant any concession or license within the Licensed Land. Any transaction in breach of the immediately preceding sentence shall be void and of no force or effect and shall be a material default by City hereunder (with no notice or cure period whatsoever).

3.8 Termination. City may terminate this License at any time, for any or no reason. The City shall give Licensor at least thirty (30) calendar days advance written notice of its intent to terminate this License. Except as expressly permitted by this License (including, without limitation, as permitted by Section 3.16 below), Licensor shall have no right to terminate this License during the Initial Term. Following the expiration of the Initial Term, Licensor may terminate this License at any time by providing at least ninety (90) days advance written notice to the City of its intent to terminate this License.

3.9 Vacating the Property. At the expiration of the Initial Term, Renewal Term (if applicable) or earlier termination of this License, except to the extent otherwise elected by Licensor in writing and agreed to by the City, City shall, without expense to Licensor, remove or cause to be removed from the Licensed Land the City Facilities, all debris and rubbish, equipment, and other articles of personal property owned by City or placed by City in the Licensed Land and City shall quit and surrender possession of the Licensed Land to Licensor in as good order and condition as the date they were first delivered to City under this License, reasonable wear and tear and damage by the elements excepted. The conduits and any signage installed in connection with the City Facilities may remain on the Licensed Land or the Licensor

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Property after expiration or termination of this License; provided, however, Licensor may, at anytime following the expiration or termination of this License, remove and dispose of same in Licensor's sole discretion.

3.10 Title to City Facilities. Upon completion of the installation and construction of the City Facilities, City shall be the sole owner of such City Facilities. The City Facilities shall remain the City's personal property and are not fixtures.

3.11 Hazardous Materials. City agrees that it will not use, generate, disturb, transport, handle, store or dispose of any Hazardous Material (defined below) on, under, about or within the Licensed Land and the Licensor Property. City shall defend, indemnify and hold harmless Licensor and its partners, officers, directors, shareholders, employees, agents, lenders, contractors and each of their respective successors and assigns (collectively, the "Releasees") from and against any and all losses, liabilities, claims, costs (including reasonable attorneys' fees and costs), judgments, damages, penalties and fines (including, without limitation, diminution in value of the Licensor Property, damages for the loss or restriction or use of rentable or usable space or of any amenity of the Licensor Property, damages arising from any adverse impact or marketing of space in the Licensor Property, and sums paid in settlement of claims, attorneys' fees and costs, consultant fees, and expert fees) which arise during or after the term of this License as a result of a breach of this Paragraph. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Licensor Property. The terms of this Paragraph shall survive the expiration or earlier termination of this License. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of California or the United States Government.

3.12 Protection of Utilities. City agrees during the term of this License to protect all utilities, including, but not limited to, water, sewer, electrical, propane or cable, if any, within the Licensed Land. If any such utilities on the Licensed Land are damaged as a result of the City's actions, the City agrees to either repair the damage or compensate Licensor for the documented cost to repair the damage.

3.13 Signage. Subject to compliance with all laws, City may paint, place, erect or project signs, marks, or advertising devices in, on, or about the Licensed Land and/or the Licensor Property upon obtaining Licensor's prior written consent. City shall, at its own cost and expense, obtain any and all permits necessary for the installation of its signs, and City shall be solely responsible for all costs and expenses associated with such permitting, the erection of such sign(s), and the maintenance and operation thereof.

3.14 No Other Licenses or Easements. Licensor may grant any additional licenses or easements over, under, along, or across the Licensed Land without obtaining the prior written

consent of the City, provided such grants do not materially and adversely interfere with the operation of the Licensed Facilities.

3.14 License Running with Land; Recordation. The Parties understand, acknowledge and agree that the License shall run with the land until the License expires or is terminated, as against Licensor and its personal representatives, heirs, successors and assigns, including, but not limited to, any future owners of the Licensor Property. The City is expressly authorized to record this License against the Licensor Property in the Official Records of the County of Riverside.

3.15 Subordination/Estoppel Certificates.

3.15.1 City accepts this License subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Licensed Area and/or the Licensor Property and to any renewals, modifications, consolidation, refinancing, and extensions thereof. This provision is hereby declared to be self-operative and no further instrument shall be required to effect such subordination of this License.

3.15.2 City agrees at any time and from time to time upon not less than fifteen (15) days' prior written notice from Licensor to execute, acknowledge and deliver to Licensor or a prospective purchaser or lender a statement in writing certifying that this License is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and stating whether to the best knowledge of City, Licensor is in default in performance of any covenant, agreement or condition contained in this License and, if so, specifying each such default of which the City may have knowledge.

3.16 Default; Remedies. In the event of any breach by City of any of the provisions of this License, Licensor may deliver notice of such breach to City, and City shall have a period of thirty (30) days after delivery of such notice to cure such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, then such cure period shall be extended for so long thereafter as City shall be proceeding with due diligence to cure the breach (except that the foregoing extension of the cure period shall not apply to monetary defaults). If City fails to cure the breach within such thirty (30) day period, City shall be in default under this License. In the case of a default by City, Licensor may terminate this License and/or exercise any other rights and remedies available to it at law or in equity.

3.17 Casualty/Eminent Domain. In the event of the taking by eminent domain or destruction by casualty of all or a sufficient portion of the Licensed Land such that the remainder cannot practically be used for parking, this License shall terminate. In the event of a partial taking or partial destruction which does not prevent the remainder of the Licensed Land from being used for parking, this License shall remain in effect, but the number of parking spaces to which City shall be entitled shall be reduced to the number of parking spaces that can be lawfully and practically maintained on such remainder of the Licensed Land. The entire award for any

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taking by eminent domain or any insurance proceeds relating to the casualty of all or any part of the Licensed Land shall belong to Licensor.

3.18 Notices. Any notice, demand, request, consent, approval or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

City
City of Corona
400 S. Vicentia Ave.
Corona, CA 92882
Attn: Jonathan Daly, General Manager

Licensor
c/o Dos Lagos CRN LLC
The Shops at Dos Lagos
2780 Cabot Drive, Suite 140
Corona, CA 92883
Attn: Property Manager
Telephone: (951) 277-7601
Facsimile: (951) 277-3636

And

Dos Lagos CRN LLC
c/o Equimax Management
3415 S. Sepulveda Blvd., Suite 400
Los Angeles CA 90034
Attn: Tony Namvar
Telephone (310) 873-9505
Facsimile: (310) 207-6308

Notices may also be sent to such other address as either Party from time to time shall designate by written notice to the other.

3.19 No Inspection By Certified Access Specialist. Licensor hereby discloses to City, in accordance with California Civil Code Section 1938, and City hereby acknowledges that, the Licensed Land have not undergone an inspection by a Certified Access Specialist (CAsp) to determine whether the Licensed Land meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

3.20 Effect of Representations and Warranties. The Parties understand, acknowledge and agree that each representation and warranty of a Party in this License: (1) is

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material and is being relied upon by the other Party; (2) is true to the best of the Party's knowledge and belief as of the date of this License; and (3) shall survive expiration or termination of this License.

3.21 Venue. The interpretation and performance of this License shall be governed by the laws of the State of California. Venue shall be in Riverside County, California.

3.22 Counterparts. This License may be executed in counterparts, all of which, taken together, shall be deemed one original.

3.23 Attorneys' Fees. If any legal action, arbitration or other proceeding is brought for the enforcement of this License, or because of any alleged dispute, breach, default or misrepresentation in connection with this License, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs it incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

3.24 Entire License; Amendments; Severability. This License sets forth the entire understanding and agreement of the Parties with respect to the grant of the Licensed Land, and supersedes all prior discussions, negotiations, understandings or agreements relating to the grant of the Licensed Land, all of which are merged herein. This License may not be modified or altered except in a writing signed by all Parties hereto. The unenforceability, invalidity or illegality of any provision(s) of this License shall not render the other provisions unenforceable, invalid or illegal.

3.25 Successors and Assigns. This License shall be binding upon and inure to the benefit of the Parties hereto, and to their respective personal representatives, heirs, successors and assigns.

3.26 Captions. The captions in this License have been inserted solely for convenience of reference, and are not a part of this License and shall have no effect upon its construction or interpretation.

3.27 Authority. Each signatory below represents that he or she has the authority to bind the Party to this License on whose behalf the signatory is executing this License.

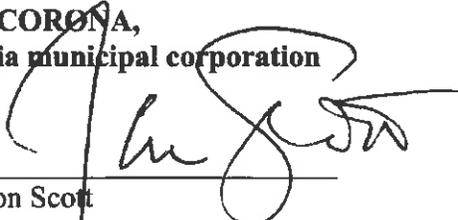
[SIGNATURES ON THE FOLLOWING TWO PAGES]

**CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PLUG-IN ELECTRIC VEHICLE STATION
LICENSE AGREEMENT**

IN WITNESS WHEREOF, the Parties have entered into this License as of the 20th day of January, 2016.

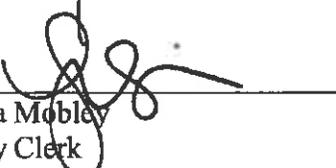
**CITY OF CORONA,
a California municipal corporation**

By:



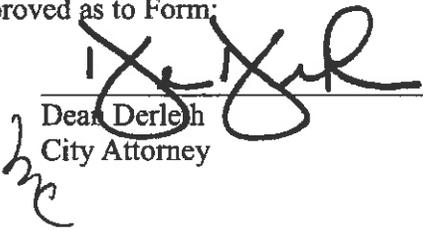
Jason Scott
Mayor

Attest:



Lisa Mobley
City Clerk

Approved as to Form:



Dean Derleh
City Attorney

**LICENSOR'S SIGNATURE PAGE FOR
CITY OF CORONA
PLUG-IN ELECTRIC VEHICLE STATION
LICENSE AGREEMENT**

**DOS LAGOS CRN, LLC,
a California limited liability company
as authorized agent of Licensor**

**By: BNY LA, LLC,
a California limited liability company,
its Managing Member**

By: 
Bryan Kang, Manager

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles } S.S.

On March 2, 2016 before me, Scotte E. Lee, Notary Public
Name of Notary Public, Title

personally appeared Bryan Kang
Name of Signer (1)

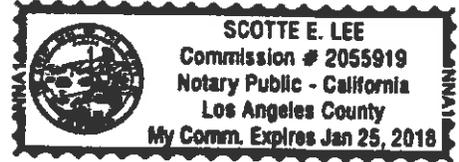
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification
- credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer
- Signer(s) Thumbprints(s)

EXHIBIT "A"
LEGAL DESCRIPTION OF LICENSOR PROPERTY

Real property in the County of Riverside, State of California, described as follows: Lot 23 of Tract Map 32538 as recorded on file in book 387 of maps, pages 69 through 80, of the official record of Riverside County.

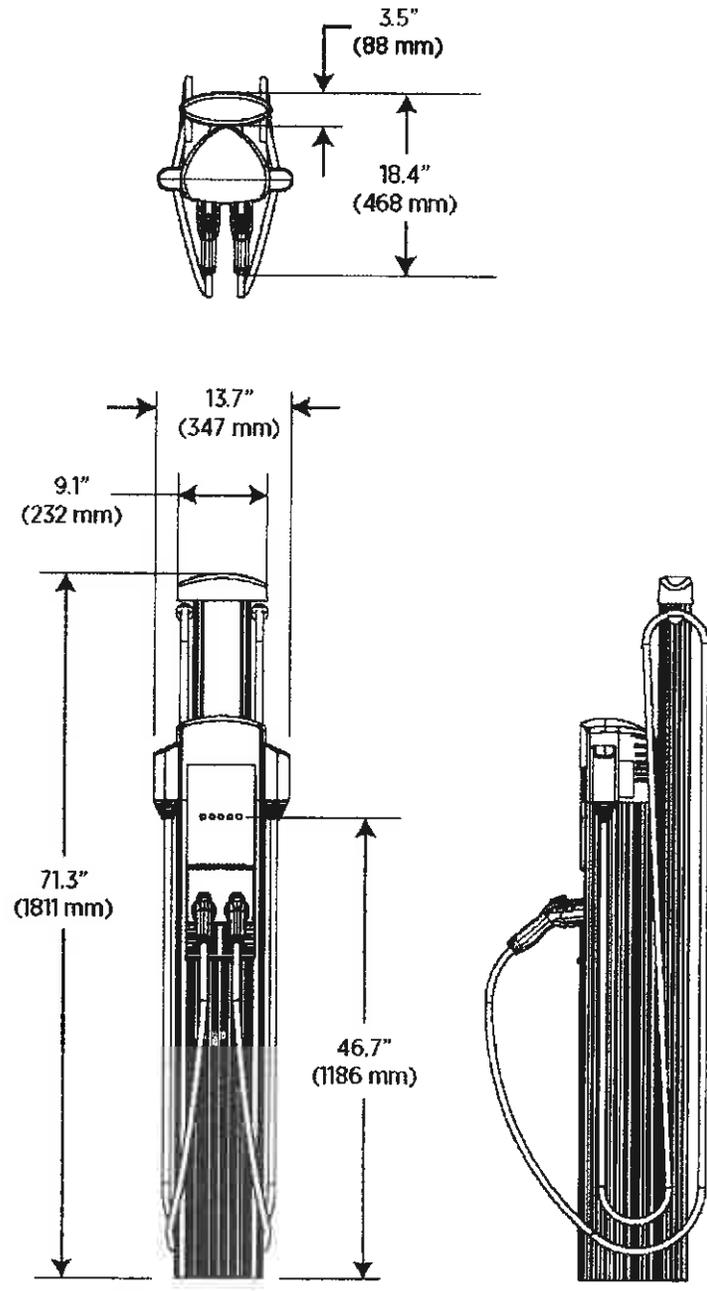
APN: 279-450-028

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EXHIBIT "B"
DEPICTION OF LICENSED LAND

**[SEE ATTACHED 1 PAGE MAP TITLED "ELECTRIC VEHICLE CHARGING
STATIONS LICENSE AGREEMENT FOR APN 279-450-028"]**

EXHIBIT "C"
"CITY FACILITIES"



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EXHIBIT "D"
PARKING RULES AND REGULATIONS

The following rules and regulations shall apply with respect to the use of the Shopping Center's parking areas.

1. Every parker is required to park and lock his/her own vehicle. All responsibility for damage to or loss of vehicles is assumed by the parker and Licensor shall not be responsible for any such damage or loss by water, fire, defective brakes, the act or omissions of others, theft, or for any other cause.
2. City and its employees shall only park in parking areas designated by Licensor. City shall not leave vehicles in the parking areas overnight nor park any vehicles in the parking areas other than automobiles, motorcycles, motor driven or non-motor driven bicycles or four wheeled trucks.
3. No overnight or extended term storage of vehicles shall be permitted.
4. Vehicles must be parked entirely within painted stall lines of a single parking stall.
5. All directional signs and arrows must be observed.
6. The speed limit within all parking areas shall be five (5) miles per hour.
7. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles; (c) where "no parking" signs are posted; (d) on ramps; (e) in cross-hatched areas; and (f) in reserved spaces and in such other areas as may be designated by Licensor.
8. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.
9. Licensor may refuse to permit any person who violates these rules to park in the parking areas, and any violation of the rules shall subject the vehicle to removal, at such vehicle owner's expense.