LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF
SANTA CLARA AND CCGI HOLDINGS, LLC

This Lease Agreement ("Lease") is made by and between the County of Santa Clara, a political subdivision of the State of California, ("County") and CCGI Holdings, LLC, a limited liability corporation organized under the laws of the State of Florida, ("Lessee"), and for reference is dated May 24, 2012.

The parties hereby agree as follows:

A. Premises

1. Description of Premises. County leases to Lessee the designated electric vehicle charging station areas, described as six (6) CT2020 Coulomb charging stations ("Equipment") along with twelve (12) parking spaces, (collectively "Premises"). Premises includes joint use of the common areas of the parking spaces and immediate area surrounding the electric vehicle charge stations ("Common Areas"). The Premises is more fully depicted in Exhibit A ("Premises Description") attached hereto and incorporated herein by reference.

2. Premises Location: 950 North San Pedro Street
                       San Jose, CA 95110

3. Access to Parking Lot. County shall provide Lessee, as part of the Base Rent, access to the designated electric vehicle parking spaces and charging stations within the parking lot only.

B. Term of Lease

1. Effective Date and Term. The Lease shall commence on June 1, 2012, ("Effective Date") and shall continue until June 30, 2017 (the "Term"), subject to early termination or extension of this Lease as provided herein.

2. Holding Over. Any holding over after the expiration of the Term or the extended Term, if any, shall be deemed a tenancy from month-to-month, but otherwise on the same terms, covenants, and conditions as set forth in this Lease.

C. Permitted Use

The Premises may be used for (i) electric vehicle charging and related uses, (ii) communications related to electric vehicle charging network, and, (iii) periodic inspections and maintenance.

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D. Delivery of Possession

1. Delivery of Possession.
   Condition of Premises: County is obligated to deliver the Premises to Lessee with parking spaces and electric vehicle chargers in good order, condition and repair, suitable for their intended use and in compliance with all applicable governmental laws, regulations, codes and other legal requirements.

2. Access to Premises. Lessee will commence access on June 1, 2012.

E. Base Rent

1. The Base Rent is the amount of the rent due from the Lessee to the County for lease of the Premises. The annual Base Rent to be paid by Lessee to County during the period commencing on June 1, 2012 ("Rent Commencement Date") and ending on June 30, 2017 shall be: $150.00 ($25.00 per station for six stations).

2. Lessee’s payment shall be due and payable annually on the first day of June each year.

F. Operating Expenses and Taxes

County shall pay for all operating expenses and real property taxes, if any, for the parking spaces(s) at all times during the Lease term, but Lessee shall be responsible for any possessory interest taxes that may be imposed. Operating expenses include actual and reasonable operating costs incurred or paid by County in maintaining and operating the surface parking area of the Premises, including, utilities, maintenance, repair, replacement, equipment, insurance, compliance with laws, protection, management and ownership of the Premises. The economic provisions of this Lease have been accepted by Lessee with the understanding and agreement of County that, except to the extent otherwise provided, Lessee is not responsible for the payment of operating expenses or additional rent of any kind and that all costs of real property taxes and operating expenses, (whether or not currently contemplated by the parties), are the sole responsibility of County. Any and all taxes due to the sale of vehicle charging sessions are the responsibility of Lessee.

G. Utilities

1. Utilities, as used herein, include but are not limited to: gas, electric, water, sewerage, and garbage. County shall provide utilities to the Premises and Common Areas on a twenty-four hour, seven-day per week basis during the entire Term of this Lease and any extensions or renewal periods. County is obligated to pay for all other utilities and any cost related thereto for the Premises, the Building(s) and Common Areas. Responsibility for garbage includes recycling where available.

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2. Electricity Reimbursement: Lessee will reimburse County for electricity used for vehicle charging sessions on an annual basis based on electric bill data. Lessee's payment for utilities shall be due and payable in annual installments on the first day of June each year beginning June 1, 2013.

H. Lessee Options

1. **Option to Extend.** Lessee shall have the option to extend for five (5) years upon written agreement by both parties, provided that Lessee indicates an interest in extending in writing no later than April 1, 2017.

2. **Option to Terminate.** Either party may terminate this agreement with sixty (60) days written notice to the other party.

I. Notices

Addresses for all Notices and Payments required by this Lease and any other communications or deliveries:

**County:**  
County of Santa Clara  
Facilities and Fleet  
2310 N First Street, 2nd Floor, Suite 200  
San Jose, CA 95131-1011  
Attention: FAF Property Management Division  
Telephone: (408) 993-4705  
Facsimile: (408) 993-4777

**Lessee:**  
CCGI Holdings, LLC  
1691 Michigan Avenue, Suite 601  
Miami Beach, FL 33139  
Attention: Ted Fagenson, COO  
Telephone: (305) 521-0200  
ted@carcharging.com

Any notices which are required to be given hereunder, or which either party may wish to give to the other, shall be in writing and may be personally delivered or sent by rapid courier or given by mailing same by overnight, registered, certified or regular mail, postage prepaid, or to such other places as the parties, or either of them, may designate in a written notice.

J. Lessee Responsibilities

Lessee shall be responsible for the following, including but not limited to:

1. Annual Coulomb ChargePoint software fees for each station;
2. Revenue collection from station users;

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3. Transaction costs associated with the use of stations;
4. Cost of electricity consumed by the stations;
5. Maintenance for the EV stations and insuring the stations are in proper working order;
6. User support to address inquiries associated with use and payment of the stations;
7. Establishing usage fees, session time limits, advertising fees or other charges related to use of the stations.

K. County Responsibilities

County shall be responsible for providing copies of electricity bills so that Lessee can appropriately reimburse the cost of electricity used.

L. Signs

County shall provide EV Charging signage and parking signs and pavement marking as per County Ordinance. If Lessee asks for any changes to such signage, or additional signage, then Lessee shall pay for such excess costs. So long as Lessee obtains all governmental approvals required for such signs, Lessee may request County to install additional or replacement signage on the Premises.

M. Alterations

Lessee may not make additional alterations or improvements to the Premises without the oral or written consent of County. County shall not unreasonably withhold such consent. Upon expiration or termination of the Lease, Lessee may, but will not be obligated to, remove its alterations and improvement made pursuant to this Section, but shall repair any substantial damage directly caused by such removal. The foregoing shall not apply to Lessee’s trade fixtures, which Lessee may remove at any time and from time to time without the consent of and without compensating the County.

N. Maintenance and Repairs

1. County Obligations,

a. Good Order: County must deliver and, at County’s expense, maintain during the entire term of this Lease, the surface area of the parking lot, the structure of the roof of the canopy, in good order, condition and repair, and in compliance with all governmental regulatory standards for the intended use, including, but not limited to: structural, electrical (including lighting), mechanical, life safety, building code, health code, fire safety and the provisions of the American’s with Disabilities Act (ADA). In the event that it is determined that this warranty and covenant has been violated, it shall be the obligation of County, after written notice from Lessee, to promptly, at County’s expense, rectify any such violation.
b. Maintenance and Repairs: Without limiting the forgoing, County must, at its expense, maintain the integrity of the Premises and make all necessary repairs to the parking surface area and overhead canopy; and maintain, repair and replace as necessary:
  • All mechanical systems and equipment such as electrical;
  • Parking space delimitis;
  • Broken or cracked pavement (so long as the breakage or cracking is not caused by Tenant);
  • All landscaping (if any), Common Areas and sidewalks.

c. Pest Management: County shall provide and pay for pest management and pesticide use, if needed, in accordance with Exhibit B ("Integrated Pest Management and Pesticide Use").

2. Lessee Obligations

a. Lessee shall maintain the Premises in a neat, clean and orderly condition at all times, free from all debris and trash. Lessee shall not install any equipment on the Premises or make any alterations or improvements thereto without the prior written consent of County, which consent may be granted or withheld in the County’s sole and absolute discretion.

b. Lessee shall notify County when repairs to the Premises are required.

O. Damage to Premises

1. Partial Damage or Destruction. If the Premises shall be partially damaged or destroyed, County must promptly restore the Premises to the previous condition and make the same safe for Lessee’s use and occupancy. In such case, rent shall abate to the extent of the interference with Lessee’s use of the Premises until the Premises are so restored.

2. Total Damage or Destruction. If the Premises are completely damaged or destroyed, this Lease shall terminate as of the date of such damage or destruction. If so terminated, any rent paid in advance by Lessee shall be refunded and Lessee shall be allowed to remove its trade fixtures and personal property (to the extent salvageable).

P. Condemnation

1. Total Condemnation. If the whole of the Premises is condemned by eminent domain, inverse condemnation or sold in lieu of condemnation for any public or quasi-public use or purpose ("Condemned"), the term of the Lease shall terminate as of the date title vests in the condemning authority otherwise obtains possession of the premises.

2. Partial Condemnation. If any of the Premises or Common Areas is Condemned and such partial Condemnation renders the Premises unusable for the normal business of Lessee, as reasonably determined by Lessee, then Lessee shall have the right to terminate this
Lease and rent shall be abated as of the earlier of the date that title vests in the condemning authority or the condemning authority otherwise obtains possession of any portion of the Premises and Common Areas that renders the Premises unusable for the normal business of Lessee, as reasonably determined by Lessee, then County must restore the Premises to a condition comparable to its condition immediately prior to such Condemnation, and this Lease shall continue in full force and effect and the rent shall be reduced, as of the date title vests in the condemning authority, by an amount proportionate to the degree of reduced utility of the Premises caused by the Condemnation (as reasonably determined by Lessee).

3. County’s Award. If the Premises are wholly or Partially Condemned, except as otherwise provided herein, County shall be entitled to the entire award.

Q. Estoppel

Each party (as “responding party”) shall at any time upon not less than thirty (30) calendar days prior written notice from the other party (“requesting party”) execute, acknowledge and deliver to the requesting party a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to the responding party’s knowledge, any uncured defaults on the part of the requesting party, or specifying such defaults if any are claimed.

R. Assignment and Subletting

1. Assignment/Subletting. Lessee shall not have the right to assign or sublet the Premises, or any part thereof; except that Lessee shall have the right to assign its rights and obligations under this Lease to a wholly-owned affiliate or subsidiary, so long as written notice with name and contact information is provided to County at least thirty (30) calendar days in advance.

2. Successors and Assignors. The provisions of this Lease shall be binding upon and inure to the benefit of parties and the heirs, administrators, successors and assigns of each.

S. Breach and Remedies

1. Lessee Default. Lessee shall be in breach of this Lease for:

   a. Failure to Pay Rent: Failure of Lessee to pay rent within thirty (30) calendar days of the due date, where such failure remains uncured for thirty (30) calendar days after written notice thereof;

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b. Failure to Perform: Failure of Lessee to perform any of the other terms, covenants and conditions of this Lease to be performed by Lessee other than the payment of money, where such failure remains uncured for thirty (30) calendar days after written notice thereof; provided, however, that if the nature of the default is such that it cannot reasonably be cured within such thirty (30) calendar days, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion. Upon lapse of the aforesaid cure periods, County shall have all remedies available at law and in equity and under this Lease.

2. **County Default.** Except as otherwise provided in this Lease, County shall be in breach of this Lease for failure to perform any of the terms, covenants and conditions of this Lease to be performed by County, where such failures remain uncured for ten (10) business days after written notice thereof; provided, however, that if the nature of the default is such that it cannot be reasonably be cured within such ten (10) business days, County shall not be deemed to be in default if County shall within such period commence such cure and thereafter diligently prosecute the same to completion. Upon Lapse of the cure period, in addition to all the remedies available at law and in equity and under this Lease, Lessee shall have the right to terminate this Lease.

T. Compliance with Laws

1. **Lessee’s Obligation.** Lessee shall, at Lessee’s expense, comply with any directive of any governmental authority which shall, by reason of the nature of Lessee’s use or occupancy of the Premises, impose any duty, condition, order, exaction or other demand upon Lessee with respect to the operation of the Lessee’s business on the Premises. Notwithstanding the foregoing, in no event shall Lessee have any obligation to pay for or to make any physical alterations, improvements, removals, or changes to the Premises to comply with any federal, state, or local law and regulation, code, ordinance or governmental approval for the Premises (“Law”).

2. **County’s Obligation.** Except for the obligations of Lessee specifically set out in this Lease, County shall be responsible, at County’s expense, to maintain and operate the Premises and Common Areas in full compliance with any and all Law relating to same, whether enacted prior to, or after, the Rent Commencement Date. County insures that Premises are in compliance with Law.

U. Waiver

The failure of County or Lessee to insist upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any right or remedy that County or Lessee may have, and shall not be deemed a waiver of their right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants, or conditions.
V. Surrender of Premises

On the expiration or earlier termination of this Lease, Lessee shall surrender the Premises to County in good condition and repair, reasonable wear and tear and damage by casualty or act of God excepted. During the term of this Lease, and upon expiration or sooner termination thereof, Lessee may remove at any time and from time to time any or all of its trade fixtures, equipment and personal property. At Lessee’s option, Lessee may elect to abandon in place trade fixtures affixed to the Premises, cabling, wiring and signs but shall remove all of its moveable furniture, equipment and supplies.

W. Mutual Indemnification

Lessee shall indemnify, defend, reimburse and hold harmless the County, its agents, employees, and representatives from any and all liability, claim, cause of action, demand, penalty, damages, loss, costs, and obligations, including but not limited to court costs and reasonable attorney’s fees arising out any claim, suit, judgment, loss or damage to any property, arising out of and in connection with, performance of this Agreement by Lessee arising directly or indirectly from any act of, error, omission, or negligence of Lessee, or those of its officers, agents, contractors, employees, representatives and invitees, including without limitation claims, actions, or liability caused by concurrent negligent act, error, or omission whether active or passive of County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County.

County shall indemnify, defend, reimburse, and hold harmless Lessee, its agents, employees and representatives from any and all liability, claim, cause of action, demand, penalty, damages, loss, costs, and obligations, including but not limited to, injury or death of any person or persons, or loss or damage to any property, arising out of and in connection with, performance of this Agreement by Lessee arising directly or indirectly from any act, error, omission, or negligence of County, or those of its officers, agents, contractors, employees, representatives and invitees, including without limitation claims, actions, or liability caused by concurrent negligent act, error, or omission whether active or passive of Lessee. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Lessee.

X. Car Charging Station Data

County, by executing this Lease, specifically acknowledges and agrees that Lessee owns all right, title and interest in any records, files and/or data collected or produced by the EV charging stations on the Premises (the “Proprietary Data”) and same shall be deemed the proprietary and exclusive property of Lessee. Lessee shall allow County access to such Proprietary Data during the term of this Lease solely for its own internal purposes, subject to the aforesaid ownership interests of Lessee with such access by County concluded immediately upon termination or expiration of this Lease. County may not disclose any such Proprietary Data to any person, firm, corporation, association or other third party entity for any reason or purpose whatsoever without the prior written consent of an authorized representative of Lessee.

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Y. Session Limits

County agrees that Lessee shall be solely responsible for issues relating to session time limits, advertising fees or other charges relating to use of the Equipment by any third party.

Z. Future Installations

In the event County shall determine that additional Equipment should be installed at the Premises or at another County-owned/managed location, Lessee shall have a right of first refusal to install, maintain, operate and service the Equipment at said location, so long as this Lease is in effect and Lessee remains in good standing under its terms.

AA. Miscellaneous

1. Time/Days. Time is of the essence with regard to all of the terms, covenants and conditions in this Lease. All references to calendar days are so stated. References to business days refer to weekdays, exclusive of Federal and County holidays.

2. Liens. Lessee shall not cause any liens or encumbrances to be filed against the Premises.

3. Governing Law. This Lease shall be governed by and construed according to the laws of the State of California.

4. Construction. Both parties have been represented by counsel in connection with the preparation of this Lease, and both parties have contributed to this consent. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

5. Illegality or Unenforceability of Portion of Lease. If any provision of this Lease, or the application of it to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of this provision to any person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

6. Exhibits. All exhibits referred to herein are attached and incorporated herein by this reference.

7. Entire Agreement/Amendments. This Lease along with any exhibits and attachments, constitutes the entire agreement by and between County and Lessee relative to the lease of the Premises, and this Lease and the exhibits and attachments may be altered, amended, or revoked only by an instrument in writing signed by both parties.

8. Captions and Index. The Captions and Index in this Lease are for the limited purpose of identification of the sections and are not to be construed for any other purposes. The
headings in the Lease are for convenience of reference only and shall not in any way limit or be deemed to construe or interpret this Lease’s terms, covenants and conditions.

9. **Authority.** County represents and warrants that the person who executed this Lease is the person who is duly authorized by the County to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Lease.

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<th>COUNTY:</th>
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<tr>
<td>COUNTY OF SANTA CLARA</td>
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<td>By: George Shirakawa, President Board of Supervisors</td>
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<td>Date: JUN 05 2012</td>
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<th>LESSEE:</th>
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<tr>
<td>CCGI HOLDINGS, LLC</td>
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<tr>
<td>By: Ted Fagerson Chief Operating Officer</td>
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<td>Date: May 05 2012</td>
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APPROVED AS TO FORM AND LEGALITY:

| By: Orry P. Korb Assistant County Counsel |
| Date: 5.28.12 |

Attest:

Lynn Fagerson, Interim Clerk of the Board of Supervisors

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