

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON MAY 26, 2020
FROM:	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	LEASE AGREEMENT WITH SUNSAVER 4 LIMITED FOR NEW PUBLIC ELECTRIC VEHICLE (EV) CHARGING STATIONS

RECOMMENDATION

That, on the recommendation of the Managing Director, Environmental & Engineering Services & City Engineer, with respect to information on the Natural Resources Zero-Emission Vehicle Infrastructure Program and the Lease Agreement with SunSaver 4 Limited, the following actions **BE TAKEN**:

- a) The information on Natural Resources Zero-Emission Vehicle Infrastructure Program **BE RECEIVED** for information;
- b) the attached proposed by-law (Appendix “B”) being “A by-law to approve a Lease Agreement between The Corporation of the City of London (“City”) and SunSaver 4 Limited (“SunSaver”); to provide for the leasing of twenty six (26) parking spots to SunSaver; and to authorize the Mayor and City Clerk to execute the Agreement”, **BE INTRODUCED** at the Municipal Council meeting to be held on June 2, 2020; and
- c) **ACCEPT** the Lease Agreement submitted by SunSaver 4 Limited (“SunSaver”) to lease nine (9) City owned locations to provide twenty six (26) parking spots to SunSaver for the purposes of installing new publicly accessible electric vehicle (EV) charging stations as referenced in this report and agreement attached in Appendix “B”; and authorize the Mayor and Clerk to execute the Lease Agreement.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Relevant reports that can be found at www.london.ca under City Hall (Meetings) include:

- New Public Electric Vehicle (EV) Charging Stations (March 19, 2018 meeting of the Civic Works Committee, Agenda Item #2.3)

STRATEGIC PLAN 2019-2023

Municipal Council has recognized the importance of climate change, transportation, innovation and other related environmental issues in its 2019-2023 - Strategic Plan for the City of London as follows:

Building a Sustainable City

- London’s infrastructure is built, maintained, and operated to meet long-term needs of our community
- Maintain or increase current levels of service
- Convenient and connected mobility choices
- London has a strong and healthy environment
- Conserve energy and increase actions to respond to climate change and severe weather

Leading in Public Service

- Londoners experience exceptional and valued customer service
- Increase community and resident satisfaction of their service experience with the City

- Increase responsiveness to our customers
- Increase efficiency and effectiveness of service delivery

Growing our Economy

- London is a leader in Ontario for attracting new jobs and investments:
- Increase partnerships that promote collaboration, innovation and investment

BACKGROUND

PURPOSE

The purpose of this report is to provide the Civic Works Committee and Council information on the Natural Resources Canada (NRCan) Zero-Emission Vehicle Infrastructure Program (ZEVIP) and the role being played by the City of London to support private sector applicants to this program including signing a Land Lease Agreement with SunSaver.

CONTEXT

Addressing the Need for Action on Climate Change

On April 23, 2019, the following was approved by Municipal Council with respect to climate change:

Therefore, a climate emergency be declared by the City of London for the purposes of naming, framing, and deepening our commitment to protecting our economy, our eco systems, and our community from climate change.

Providing Londoners and visitors to London with greater access to EV charging supports London's progress towards meeting its greenhouse gas (GHG) emission reduction targets, given that EVs have significantly lower emissions than gasoline-fuelled vehicles.

Overview of the City of London's Electric Vehicle Charging Actions

Over the years, the City of London has taken a number of actions to support public EV charging. An overview is provided in Appendix A along with the upcoming next steps and potential future actions.

DISCUSSION

Natural Resources Zero-Emission Vehicle Infrastructure Program (ZEVIP)

The Government of Canada has set targets for zero-emission vehicles reaching 10 percent of light-duty vehicles sales per year by 2025, 30 percent by 2030, and 100 percent by 2040. To support this, the federal government announced \$130 million in funding over five years (2019-2024) to deploy a network of EV charging stations (Level 2 and higher). Through cost-sharing contribution agreements, NRCan will fund 50 percent of the total project costs, up to a limit of \$5,000 per Level 2 charge port.

The first Request for Proposals (RFP) under the new program focused on public places and on-street locations, with the application window opening on June 21, 2019 and proposals due by September 18, 2019. At that time, City of London evaluated options for participating in the ZEVIP RFP directly. Given that there was no 2020 Capital Budget funds available and that there was no guaranteed ten year payback from the charging fee revenue stream to support the use of the Efficiency, Effectiveness and Economy Reserve Fund, City of London staff did not submit a proposal directly.

However, on August 12, 2019, City of London staff were approached by Baseload Power with an alternative approach to applying to ZEVIP, one that involved Baseload Power installing, operating, and maintaining EV charging stations at no cost to the City of London through leasing parking spaces at City of London. Baseload's application to ZEVIP would

also include locations outside of London. A similar option was also presented to the City of London by SunSaver on August 30, 2019.

Given the limited remaining time available to submit a ZEVIP proposal for the City of London to run its own RFP process for a land lease process, the City of London provided the two proponents a non-binding Memorandum of Understanding to provide locations on City of London properties to support their applications contingent upon a successful ZEVIP application. In early January 2020, City of London staff were informed that both ZEVIP applications were successful.

At this point in time, SunSaver is prepared to move forward with a Lease Agreement with the City of London.

Locations of ZEVIP-Funded Charging Stations

The following table summarizes the City of London parking locations for SunSaver:

Location	Number of Level 2 Dual Port Chargers	No. of Parking Spots
RBC Convention Centre – indoor parking (300 York Street)	3	6
Medway Arena (119 Sherwood Forest Square)	1	2
Kinsmen Recreation Centre (20 Granville St.)	1	2
Tourism London (696 Wellington Rd. South)	1	2
South London Community Centre (1119 Jalna Blvd.)	1	2
Stronach Community Centre (1221 Sandford St.)	2	4
East Lions Community Centre (1731 Churchill Ave.)	1	2
Bostwick Community Centre (501 Southdale Ave.)	2	4
Oakridge Optimistic Community Park (825 Valetta St.)	1	2

Discussion continues with Baseload Power for installations at Canada Games Aquatic Centre, Municipal Parking Lot #2 (Old East Village), Municipal Parking Lot #8 (Budweiser Gardens), Municipal Parking Lot #12 (Ridout & Horton), and Municipal Parking Lot #15 (RBC London Convention Centre).

Summary of the Proposed Lease Agreement

The following are the major components of the proposed Lease Agreements:

- The Lease Agreements will provide the right to install, own, and operate EV charging stations for a term of ten (10) years, with the option to extend for an additional two (2) periods of five (5) years each at the sole discretion of the City of London.
- The City of London will not incur any capital costs nor operating costs for these EV charging stations.
- The proponents will collect user fees in the form of time-based charging fees (\$ per hour) that will be used to cover their capital & operating costs.
- The proponents will pay the City of London an annual nominal gross rent at the beginning of each year of the term being \$10 per parking spot plus a supplementary rent as for each EV charging station based on a percentage of net revenue generated annually as identified below:
 - 7.5% of the annual net revenue* earned during the Term being ten (10) years;
 - 45% of the net revenue earned during any Extension Term thereafter

* - Net revenue is defined as the total revenue earned minus the electricity consumption and other costs incurred to build, operate, and maintain the EV charging stations as per Generally Accepted Accounting Principles (GAAP).

The annual net revenue received by the City of London for the first ten (10) years is lower given the proponent is required to share 50 percent of the total net revenue with NRCan under their ZEVIP funding agreement and higher up-front costs in setting up the charging ports. For the period after ten years, the funding agreement expires and the City of London is able to collect a higher proportionate share of the net revenues earned.

Appendix B contains additional details regarding the Lease Agreement with SunSaver.

Financial Impact

This proposed approach will provide public EV charging services at no capital or operating cost to the City of London. The operating and maintenance costs for the EV chargers are the responsibility of SunSaver, with annual rent payments to be used to cover any incidental costs associated with Facilities staff providing support tasks for SunSaver’s EV chargers. A minimum of \$260 per year of rent along with a percentage of net revenue share as outlined in Summary of Lease Agreement section is expected.

The Lease details have been discussed and supported by Realty Services, Legal Services, Parks and Recreation, Neighbourhood, Children and Fire Services and Facilities.

PREPARED BY:	PREPARED BY:
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Appendix A Overview of the City of London’s Electric Vehicle Charging Actions

Appendix B By-law to approve a Lease Agreement between The Corporation of the City of London (“City”) and SunSaver 4 Limited (“SunSaver”)

- c Steven MacDonald, Manager – Facilities Planning, Energy & Assets
- Adam Ostrowski, Manager II, Realty Services, Finance & Corporate Services
- Adam Trela, Corporate Energy Manager, Facilities

APPENDIX A

Overview of the City of London's Electric Vehicle Charging Actions

Previous Actions Supporting Public EV Charging

The City of London led a pilot project in 2012 and 2013 to install single-port Level 2, 240 volt EV charging stations at the City Hall Lower Level Parking Garage, Budweiser Gardens and Covent Garden Market. The Covent Garden Market location was discontinued and repurposed as a CarShare location, but the other two remained in operation.

The 2014-2018 Community Energy Action Plan recognized the need for EVs by incorporating in to the London Plan the need to encourage new homes and buildings to be “future-ready” to accommodate the future installation of electric vehicle charging systems (i.e., “EV-ready”), as well as the need to track the uptake of EVs in London. Since 2016, the number of EVs registered in London have increased from 142 to 828 as of December 2019.

In 2015, London Hydro was the lead agency in the Electric Mobility Adoption and Prediction (EMAP) study commissioned by Pollution Probe and Electric Mobility Canada. The report examined potential early adopters, personal mobility patterns, the barriers to and opportunities for the uptake of EVs, and assessed the capacity of the electrical distribution system at the neighbourhood level to support additional loading resulting from EV charging under a number of conditions. The City of London participated by providing a staff representative on the study's advisory group.

In 2018, the City of London supported London Hydro with the NRCan-funded pilot program with a private sector EV charging company (FLO) on the implementation of Level 2 charging stations specially designed for street-side installation in five major Canadian cities. Three locations were provided in Downtown London:

- Dundas Street angled parking, north side, between Wellington and Waterloo
- Talbot Street curbside parking, east side, between King and York
- Pall Mall Street, south side, east of Richmond

These three station use a time-based (\$1.50 per hour) charging fee from users to cover both electricity consumption costs as well as overhead costs for operating the charging stations. This hourly rate is consistent with the rates charged by private sector EV charging network operators.

The City of London's Traffic & Parking By-law was also revised so that any vehicle parked at an EV charger on municipal property that is not plugged in to the curbside charger can be issued a parking ticket.

In June 2019, the City of London installed two new dual-port Level 2 chargers (four charging ports in total) at the A.J. Tyler Operations Centre with the intention for these to be available to the public as well as City of London staff. Similarly, in January 2020, the City of London replaced the older single-port Level 2 charging station at the publicly-accessible City Hall Lower Level Parking Garage with three new dual-port Level 2 chargers (six charging ports in total), relocating the older charger to the City Hall Basement Level Parking Garage for use by City of London staff and City of London fleet vehicles. These new stations will be adopting a time-based charging fee starting in January 2021.

The development of the upcoming Climate Emergency Action Plan recognizes that the electrification of personal mobility will play a major role in reducing GHG emissions. Canada-wide, EVs made up 3.5 percent of all new passenger vehicles sold as of the third-quarter of 2019. The Government of Canada has set ambitious targets for zero-emission vehicles (ZEV) reaching 10 percent of light-duty vehicles (LDV) sales per year by 2025, 30 percent by 2030 and 100 percent by 2040.

NRCan's ZEVIP program will play a key role in achieving these targets, alongside the federal incentives (up to \$5,000) for purchasing EVs. The ZEVIP program is being rolled out in three phases:

1. Public EV chargers
2. Workplace employee, light-duty fleet vehicle, and multi-family residential building EV chargers
3. Public transit and heavy-duty fleet vehicle EV chargers

This CWC report is associated with the first phase of the ZEVIP program.

Next Steps (1 to 4 years)

The public EV chargers that are planned to be installed by SunSaver for the first phase of ZEVIP will provide public EV charging at most major City of London community centres. The sites being proposed by Baseload Power, subject of a future CWC report, will provide EV chargers at a number of City-owned municipal parking lots.

The City of London is planning to take advantage of the NRCan ZEVIP funding to provide additional EV infrastructure in London. Currently the second phase of ZEVIP funding is accepting applications for workplace charging, light duty fleet vehicles and multi-unit residential buildings. The 2020-2023 Multi-Year Budget has set aside \$40,000 in 2021 and \$50,000 in 2022 to support the second phase (workplace and fleet EV chargers) of the ZEVIP program for municipal operations. However, it is hoped that the “land leasing” model being used by the City of London could also be applied for London’s multi-family residential property managers.

Employee commuting is a significant source of GHG emissions for City of London staff with almost 3,000 tonnes generated in 2017. A revenue account has been created for collecting user fees from the employee EV chargers. The revenue generated is expected to cover most, if not all, of the costs for the operations, maintenance and lifecycle replacement costs of these chargers.

There are few details available for the third phase of ZEVIP. It is assumed that public transit and other heavy duty fleet charging needs will be addressed in the third phase.

Future

It is expected that the public EV chargers that are planned to be installed by SunSaver and Baseload Power should be sufficient for the next ten years. In the event some of the locations experience high demand, the leasing of additional parking spaces for additional chargers could be accommodated.

APPENDIX B

A by-law to approve a Lease Agreement between The Corporation of the City of London
("City") and SunSaver 4 Limited ("SunSaver")

Bill No.

By-law No.

A By-law to approve the Lease Agreement with SunSaver 4 Ltd. for the purpose of leasing parking spots on property owned by The Corporation of the City of London for use as publicly-accessible electric vehicle charging stations; and to authorize the Mayor and City Clerk to act on behalf the City of London and execute the Agreement.

WHEREAS section 2 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS section 9 of the Municipal Act, 2001 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the Municipal Act, 2001 provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and may pass by-laws respecting economic, social and environmental well-being of the municipality, and may pass by-laws respecting services and 'things the municipality is authorized to provide';

AND WHEREAS subsection 5(3) of the Municipal Act, 2001 provides that a municipal power shall be exercised by by-law:

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Lease Agreement, attached as Schedule A, to be entered into between The Corporation of the City of London and SunSaver 4 Ltd. for the purpose of providing electric vehicle charging services on City of London property, this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council,

2020

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – June 2, 2020
Second reading – June 2, 2020
Third reading – June 2, 2020

Lease Agreement between The Corporation of the City of London and SunSaver Ltd.

This Lease is made on this _____ day of _____ 2020 (the “**Commencement Date**”).

BETWEEN: The Corporation of the City of London (the “Lessor”) and SunSaver 4 Ltd (the “Lessee”). Each of the Lessor and the Lessee may be referred to herein as a “Party” and collectively the “Parties”.

WHEREAS the Lessor represents and warrants that it is the sole legal and beneficial owner or lessee of the real property described in Exhibit “A” (the “**Lands**”) or is the duly authorized agent of such owner or lessee and has the authority to enter into this Lease; and

WHEREAS the Lessor has agreed to grant to the Lessee a lease of a portion(s) of the Lands, being the area(s) described in Exhibit “B” (the “**Leased Area**”) for the purposes of constructing and operating electric vehicle charging stations (“**EV Stations**”) to charge electric vehicles (the “**Project**”).

WHEREAS, the Lessor acknowledges and accepts that the Lessee has received government funding from Natural Resource Canada (NRCan) under the ZEVIP Program, a program to assist early adoption of electric vehicles and related infrastructure that may not yet be economically viable, and entered into a legally-binding Contribution Agreement with Natural Resources Canada for this City of London project. Lessor agrees that this lease agreement shall not be in violation of the NRCan Contribution Agreement including but not limited to returning any funding received if this lease agreement is terminated before its 10th year and sharing any net-profit with Natural Resource Canada equally for the first 10 years.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, and in consideration of the rents, covenants and agreements hereinafter set out on the part of the Lessee to be paid, observed and performed, the Lessor hereby demises and leases to the Lessee the Lands together with its appurtenances herein described upon the following terms and conditions:

1. **Use of Leased Area.** During the Term, the Lessee shall have the possession of and right to use the Leased Area twenty-four (24) hours a day, seven (7) days per week. The Lessee shall use the Leased Area for the purposes of developing, constructing and operating the Project and ancillary uses related thereto. The Lessee shall provide detailed engineering plans and drawings showing the proposed construction of the “Equipment” and “Level 2 EV stations” to the Lessor for final approval, acting reasonably. Without limiting the generality of the foregoing, the Lessee shall have the following rights: (i) the right to conduct Project viability assessments including but not limited to, soil surveys and other environmental and engineering assessments; (ii) the right to construct, install, maintain, use, replace, relocate, remove, maintain and to operate on the Leased Area, including but not limited to, electric vehicle charging equipment, structures, devices, concrete or other types of foundations or moorings, overhead and underground electrical transmission and distribution lines, electric transformers, meters, switch gear and associated cabinetry and telecommunications equipment, (collectively, the “**Equipment**”) as may be necessary or useful for the Project (for the purposes of this Lease, the definition of Project shall include all Equipment used in the Project); (iii) the right to connect the Project to any and all transmission and/or distribution lines and other required electrical infrastructure located on, over, under or off of the Lands; (iv) the right to access the Leased Area at any time by way of existing roads or laneways; (v) the right to access the Leased Area twenty-four (24) hours a day, seven (7) days per week, three hundred and sixty-five (365) days per year; and (vi) the right to undertake any other activities that the Lessee reasonably deems necessary or useful to accomplish any of the foregoing. For purposes of this Lease, Equipment shall also include EV Stations and “**EV Station(s)**” shall mean all electrical and mechanical equipment, hardware, and software installed by Lessee, electrical wiring and/or cabling, equipment infrastructure, Lessee’s signage and all supporting equipment, including without limitation concrete pads, protective bollards, and, if elected to be constructed by Lessee, a canopy covering the Leased Area.

2. **Level 2 EV Stations.** As used in this Lease, “**Level 2 EV Station**” means an EV Station that is rated to be approximately 7 kilowatts (kW). Only Level 2 EV Stations will be installed by Lessee at all the Leased Area listed in Exhibit B.
3. **Expansion Option.** Upon obtaining the prior consent of the Lessor, the Lessee's right to lease additional portions of the Lands upon the same terms and conditions as the Leased Area shall be reviewed for approval by Lessor under future amendments to this agreement.
4. **Term.** The term of the Lease shall commence on the Commencement Date and shall run for a period of ten (10) years subject to extension as hereinafter set out (the “**Initial Term**”). The Lessor hereby grants to the Lessee the right to extend the Initial Term for two (2) further and consecutive periods of five (5) years (the “**Extension Term**”). The Extension Term shall take effect at the sole discretion of the Lessor, **acting reasonably**. Except as otherwise provided herein, the Extension Term will be subject to the same terms and conditions as apply during the Initial Term. The Initial Term and the Extension Term are collectively referred to as the “**Term**” and shall be reasonably extended where circumstances of a Force Majeure that is beyond the direct control of the Lessee, delay the ability of the Lessee to move forward with the Project on the Lands.
5. **Rent.** Lessee shall pay an Annual Gross Rental of Ten Dollars (\$10.00), paid in advance at the beginning of each lease year, for each parking space occupied by Lessee in the Leased Area identified in Exhibit B for each of the ten years of the initial term and shall remain constant for each and every renewal term, if exercised. In addition to this, the Lessee shall pay to the Lessor “**Supplementary Rent**” equal to a percentage of the Net Revenue earned by each EV charging stations installed on Lessors property.
 - (a) The total “**Rent**” shall be equal to the sum of the following:
 - (i) Annual Gross Rental of \$10.00 per year per parking space occupied as identified in Leased Area in Exhibit B and
 - (ii) Supplementary Rent of 7.5% of the total Net Revenues earned from all the individual EV charging locations combined during the Initial Term at end of each Period as identified in section 5 (e) below for the first ten years of the Term and
 - (iii) For any Extension Term beyond the first 10 years, a Supplementary Rent of 45% of the Net Revenue earned during the Term at the end of each Period as identified in section 5 (e) below.
 - (b) As used in this Lease, “**Net Revenue**” means for a twelve (12) month period during the Term for each EV Station the difference between: (i) the total revenue the Lessee earned from providing electric vehicle charging services to all of the electric vehicle drivers via such EV Station over the entire Term of the Lease; minus (ii) the total cost the Lessee from purchasing electricity to supply to all of the electric vehicle drivers via such EV Station over the entire Term of the Lease (iii) other expenses incurred by the Lessee as it relates to the annual operation of the Project using Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS), on the net profitability of the project The Lessee agrees to provide the yearly financial Notice to Reader statement pertaining to this project to the Lessor to reflect the Net Revenue calculation herein. The Lessor has the right to review and audit the yearly financial statement provided by the Lessee (iv) Contractual net revenue sharing requirement under the ZEVIP Incentive Program with Natural Resources Canada (v) except for the Annual Gross Rental.
 - (d) As used in this Lease, “**Operation Date**” applies to each EV Station and means the date such EV Station was first able to provide electric vehicle charging services to any electric vehicle.
 - (e) The calculation of the Rental portion of Net Revenue for each EV Station is as follows:
 - (i) “**Rent Calculation Date**” will be from the operation date of the EV Stations installed to the December 31st of the same year and then afterwards annually from January 1st to December 31st. The Period between the EV Stations are in operation after installation to December 31st of the same year is the “**First Period**”. The Lessee will arrange to calculate the Net Revenue earned during this period (the “**First Period**”). The Rent for the First Period would be equal to such Net Revenue earned multiplied by the appropriate percentages provided for in Section 5 (a). the **Second Period, Third**

Period and so on would be at each anniversary of Rent Calculation Date with a period of 12 months.

(ii) On each anniversary of the Rent Calculation Date, the Lessee will arrange to calculate the Net Revenue earned during the 12-month period between the current anniversary of the Rent Calculation Date and the immediately preceding anniversary of the Rent Calculation Date (i.e. the applicable “**Period**”). The cumulative Net Revenues for all Periods will then be assessed against the thresholds in Section 5 (a) and the appropriate percentage(s) will be used to calculate the Rent. The Rent for the applicable Period shall equal the Net Revenue earned during such Period multiplied by the relevant percentage(s).

For example, the first Rent Calculation Date would be on the December 31st of year of operation and installation of EV Stations, the first anniversary of the Rent Calculation Date would be 12-months from the Rent Calculation Date. In addition, the period between the Operation Date and the Rent Calculation Date would be defined as the “**First Period**”, the period between the Rent Calculation Date and the first anniversary of the Rent Calculation Date would be defined as the “**Second Period**” and the period between the first anniversary of the Rent Calculation Date and the second anniversary of the Rent Calculation Date would be defined as the “**Third Period**”. Furthermore, for a Level 2 EV Station, if the Net Revenue for the First Period was equal to \$1,000, the Net Revenue for the Second Period was equal to \$2,000 and the Net Revenue for the Third Period was equal to \$2,000, then the Rent for such Level 2 EV Station during for the First Period would have been \$75 ($\$1,000 \times 7.5\%$), the Rent for the Second Period would have been equal to \$150 ($\$2,000 \times 7.5\%$) and the Rent for the Third Period would have been equal to \$150 ($\$2,000 \times 7.5\%$).

After the Initial Term of 10 year, for any Extension Term, for a Level 2 EV Station, if the Net Revenue for the First Period was equal to \$1,000, the Net Revenue for the Second Period was equal to \$2,000 and the Net Revenue for the Third Period was equal to \$2,000, then the Rent for such Level 2 EV Station during for the First Period would have been \$450 ($\$1,000 \times 45\%$), the Rent for the Second Period would have been equal to \$900 ($\$2,000 \times 45\%$) and the Rent for the Third Period would have been equal to \$900 ($\$2,000 \times 45\%$).

(f) The Annual Gross Rental portion of Rent as identified under Section 5 (a) shall be paid in advance at the beginning of each lease year. (b) This Rental cost will be prorated in the first year when EV Stations are installed and then annually from January 1st to December 31st.

(g) The Supplementary Rent portion of Rent as identified under Section 5 (a) shall be paid by the Lessee to the Lessor within sixty (60) days after each Rent Calculation Date and shall include harmonized sales tax where applicable.

(g) Rent payable to Lessor shall be tendered at the address of Lessor specified herein or at such other address as may be duly notified to Lessee by Lessor.

(h) This rental applies regardless of the size of site leased by the Lessee. The “Rent” as identified in 5 (a) is the Total Rent payable for the Premises and no other charge, cost or expense is the responsibility of the Lessee including but not limited to Realty Taxes and/or local improvement charges for the Premises, Lessor’s insurance for the Premises and Lessor’s any and all operational, maintenance, repair and replacement expenses for the Leased Area.

6. Operating Costs and Capital Expenditure. (a) All “Capital Expenditures” including installation but not limited to initial construction, commissioning, installation of sub-metering and electrical connections from source to the EV station, obtaining all electrical inspection and approvals from the Electrical Safety Authority and obtain the necessary approvals and connection agreement with the Local Distribution Company will be paid upfront by Lessee directly. “Operational Costs” are all costs and expenses associated with the ownership, operations, maintenance, EV Station Service chargers, warranty charges, repair, removal and replacement of the EV Stations and, electricity usage.

(b) The Lessee shall calculate all applicable operating and capital costs. Lessee will use the utility meter in the EV Station and Lessor’s electricity bills, pay all costs and rent provided for under section 5 of this agreement including providing applicable quarterly statements to the Lessor. It is understood that the Lessee shall use the integrated meter, which will provide the electricity volume for financial settlement and payment by the Lessee to the Lessor. Lessor

warrants to provide Lessee a copy of the respective hydro bill associated with each installed EV Station. Lessor has the right to review and audit these reimbursements at any time.

(c) The Lessee shall be responsible for the payment of all Lessor incurred Operating Costs to the Lessor as Additional Rent, quarterly in arrears by 30 days. All other Operating Costs and Capital Expenditure not incurred by Lessor will be paid directly by the Lessee. The Lessor shall have the same rights and remedies in the event of default by the Lessee in the payment of Operating Costs or Capital Expenditures as the Lessor has in the event of default by the Lessee in the payment of Rent.

7. Covenants of the Lessee.

(a) Safety and Maintenance. (i) The Lessee shall install, operate, and maintain the Project, in a good, safe and workmanlike manner. (ii) Excluding the Leased Area, the Lessee shall repair, at its sole cost and expense, any physical damage to the Lands and improvements caused by the construction and operation of the Project, reasonable wear and tear excepted, and will restore the surface of such Lands to the same condition, as far as practicable, as existed before the entry thereon, within ninety (90) days from the date the Project first reaches commercial operation or such longer period as may be reasonable in the circumstances. (iii) Binding to this Lease, Lessee shall ensure that EV Stations are connected to a cellular network that will:

- (1) Allow electric vehicle drivers to locate EV Stations and identify if it is available,
- (2) Allow for electric vehicle drivers to pay to use the EV Station using standard remote payment options
- (3) Provide electric vehicle drivers with a 24/7 link and phone number for all troubleshooting needs,
- (4) Collect, organize, summarize and store all charging and non-privacy protected customer data to be shared with City of London and Natural Resources Canada recognizing that such reports are subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*;

(b) Utility Availability. Lessee shall be responsible for all electricity costs of the Project. Neither Lessor nor Lessee has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to facilities or equipment located at the Leased Area, unless the cause of the interruption is covered by such Party's indemnity provided for in Section 14

(c) Installation. Upon execution of this Lease, Lessor shall deliver vacant possession of the Leased Area to Lessee and Lessee shall, at its sole cost and expense, proceed with the design and construction of the Project. The design, make, model, and manufacturer of the EV Stations and their number and approximate locations shall be specified in Exhibit "B". Lessee, at any time and for any reason during the term of this Lease, subject always to the prior written consent of the Lessor, not to be unreasonably withheld, conditioned or delayed, and subject always to the terms of this Lease, elect to upgrade, revise, alter, or swap any EV Station installed in the Leased Area.

Lessor acknowledges that if Lessee, at its sole discretion, defer or cancels development of any of the proposed locations specified in Exhibit B, it will not trigger a material default or terminate this lease agreement.

(d) Construction. Lessee is solely responsible for supervising the construction and installation of the EV Stations, and shall have control over construction, scheduling, and installation means, methods, techniques, sequences, and procedures, including the coordination of all work. Before commencing installation of the EV Stations at the Leased Area, Lessee shall: (i) give a copy of the anticipated construction schedule to the Lessor, and (ii) deliver detailed engineering plans and drawings showing the proposed construction of the "Equipment" and "EV Stations" and installation plans to Lessor for approval. Lessor shall review the construction schedule and preliminary installation plans and provide comments to the Lessee promptly in view of approving the construction schedule and plans, which approval shall not be unreasonably withheld, conditioned or delayed, within two (2) weeks of receipt of the construction schedule and plans. No work will begin until the plans have been approved by Lessor and all applicable permits and certifications have been obtained by the Lessee. The acceptance of any plans by the Lessor shall not constitute a waiver of, or estoppel from the

exercise, of any right of the Lessor hereunder, nor shall it relieve the Lessee from any obligation. Once approved, and after Lessee has provided Lessor with all necessary insurance certificates required by this Lease, Lessee will, at its sole cost and expense, oversee and manage the installation of the EV Stations, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all Lessee branded signage which shall comply with Lessors Sign By-law, all in accordance with the installation plans approved by the Lessor. Lessee's construction at the Lands (the maximum size of the staging area is outlined and identified on Exhibit "B"); provided such staging shall not unreasonably interfere with Lessor's use of the Lands. Lessee shall take commercially reasonable efforts to minimize any material adverse impact to customers accessing the Lands, driveways and access points within the parking and common areas of Lessor's Lands during the installation activities.

(e) Permits. Lessee will, at its sole cost and expense, obtain from applicable governmental authorities all licenses, permits, or other approvals required to install the EV Stations, and Lessor will reasonably cooperate upon request with Lessee's efforts to do so as further specified in Section 8. Lessor shall provide such other reasonable assistance to Lessee where needed, including, without limitation, using reasonable efforts to create any necessary easement or servitude agreements with any utility provider where necessary, as determined by Lessee in its reasonable discretion. Lessor will provide staffing support to meet with Lessee at the Leased Area as needed, and cooperate generally with Lessee during the planning, permitting, and construction of the EV Stations. For certainty, it is agreed that staff wages incurred by the Lessor in providing cooperation, assistance and support of Lessor referred to in this Section 6(e) shall be at Lessor's sole cost and expense.

(f) Relocation on the Lands: (i) If the Lessee requests a change of location of the EV chargers on the approved Lands (as identified in Appendix A), approval of the relocation is at the sole discretion of the Lessor, and the Lessee is responsible for all costs associated with the relocation of the EV chargers. (ii) In the event that Lessor needs to have Lessee relocate the EV Stations and equipment for whatever municipal reason or purpose the Lessor agrees to reimburse the Lessee 100% of the reasonable costs for the relocation on the same Land. Relocation within the lands may occur if the Lands are subjected to renovation or capital improvements by the Lessor.

(g) Exclusivity. The Lessor covenants and agrees that the Lessee shall have the exclusive right to install and operate electric vehicle charging stations on the Lands identified in Appendix A. Throughout the Term, the Lessor shall not use the Lands, or convey rights in any manner, including but not limited to, leasing or licensing space at the Lands or at such adjacent lands to any person, for the purpose of the installation and operation of any electric vehicle charging station, without the prior written consent of the Lessee in its sole discretion. It is also understood by the Lessee and Lessor that Lessor may install its own EV charging stations on one or all of the locations identified in Appendix A for use by Lessor's Fleet vehicles at any time during this Lease Agreement. The EV chargers installed by Lessor will be owned and operated by the Lessor and will have its own separate electrical connection. Further, the EV Stations installed by Lessor will be exclusively used for Lessor's Fleet charging.

(h) No Liens. Lessee will not permit or suffer any mechanic's or material men's or construction liens or legal hypothecs to attach to the Leased Area as a result of the installation of the EV Stations. If such a lien or hypothec attaches to the Leased Area, Lessee shall remove or bond over (which shall include payment of sums into court, where required or permitted by law) such lien or hypothec at Lessee's sole cost and expense, within thirty (30) days of Lessee receiving written notice thereof from Lessor. In the event the Lessee fails to remove such lien or hypothecs as provided above, then the Lessor may, but shall not be obliged to cause such lien to be discharged by the posting of bonds or the payments of amounts into a court of competent jurisdiction as may be required and the Lessee shall be responsible for all actual costs incurred by the Lessor (including but not limited to reasonable legal fees) in taking such action.

(i) Additional Services. Lessee and its employees and vendors may perform security assessments and, with the consent of the Lessor, not to be unreasonably withheld, install or add additional reasonable security features at the Leased Area, including, without limitation, lighting and cameras. Lessee will bear all the costs associated with taking permits and providing additional services in the Leased Area.

(j) Taxes, Rates and Assessments. Lessee is solely responsible for its own taxes and will not get charged any property or other City implied taxes for these EV-Chargers, and any other equipment installed by it at the Leased Area, as well as any business taxes payable by Lessee in relation to the Lessee's activities on the Leased Area. All other real or personal property taxes related to the Lands, excluding any increase in real estate taxes on the Lands of which the Leased Area is a part, which arise from Lessee's improvements and/or Lessee's use of the Leased Area, are the sole obligation of Lessor. Lessee shall reimburse Lessor for any increase (which increase shall be determined by the Parties acting reasonably) of property taxes or any other tax, charge or levy, arising solely out of the use of the Leased Area by Lessee. By way of example: if the Lessor receives an assessment notice or tax bill for the Lands which identifies an increase in the Lessor's tax obligations based solely on Lessee's use of the Leased Area, Lessor shall provide Lessee with: (a) a copy of the tax bill identifying such increase, (b) evidence from the appropriate taxing authority confirming the increase is based (or that portion of the increase which is based) solely on the Lessee's use of the Leased Area, and (c) evidence of Lessor's payment of the tax obligations. Thereafter, Lessee shall reimburse the Lessor that portion of the increase in Lessor's tax obligations attributable solely to the Lessee's use of the Leased Area. Lessee's reimbursement payment shall be paid to Lessor within thirty (30) days after demand for same is made by the Lessor. The Parties hereby confirm and agree that any carbon credits or other environmental attributes, certifications, or other related environmental and green energy benefits that may be created or generated by, or result from, the installation and operation of the Project, are the sole and exclusive property of Lessee.

(k) Government Regulation. The Lessee shall, at its own expense, at all times ensure that the installation, operation and maintenance of its Equipment comply with all required laws, directions, rules and regulations of relevant governmental authorities. The Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Leased Area or the Project of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, provincial, municipal or other governmental agency or entity. Any such contest or proceeding shall be controlled and directed by the Lessee.

(l) Removal of Project. The Lessee shall quit and surrender possession of the Leased Area within sixty (60) days or a reasonable period of time, whichever is the longer, after the expiration or termination of this Lease and shall remove its Equipment within that time or such longer period as is reasonably necessary and restore the Leased Area to the original condition existing prior to the Commencement Date, excluding ordinary wear and tear and damage caused by the Lessor, fire or other casualty; provided, however, that any underground electrical wiring shall be capped off, properly labelled and secured, but not removed. For the avoidance of doubt, Lessee will not remove any equipment installed by a utility.

(m) Signage. Lessee may paint, place, erect, or construct signage, marks, branding, or advertising devices in, on, or about the Leased Area (including directly on each EV Station) as Lessee shall deem necessary or appropriate subject to Lessor approval, which shall be subject to Lessor acting reasonably. Lessee shall be responsible at its own cost and expense to obtain any and all permits necessary for the installation of its signs. All signage shall be in accordance with City's By-laws, rules and ordinances.

(n) Insurance. The Lessee will at all times throughout the Term, maintain commercial general liability insurance coverage in an amount not less than Two Million Dollars (\$ 2,000,000.00) per occurrence for bodily injury and property damage. Such policy shall extend to include the Lessor as an additional insured but solely with respect to liability related to the Equipment. Upon request from the Lessor, the Lessee shall provide the Lessor with a memorandum of insurance evidencing that said coverages are in force and shall also notify the Lessor in advance of any material change in coverage or cancellation of any such policy.

(o) Expansion. Any expansion of EV chargers occupying additional parking spots at the Lands identified in Appendix A, will be subject to future amendments of this Lease Agreement by Lessor, and upon approval of Lessor.

8. Covenants and Representations of the Lessor.

(a) Title to the Lands. The Lessor covenants, represents and warrants that (i) it has good and marketable title to the Lands and/or has full power and authority to enter into and execute this Lease; (ii) there are no other agreements in or pursuant to which any other person or entity has or may acquire the right to lease, purchase or obtain any rights in the Lands, or portion thereof, from the Lessor; (iii) there are no liens, levies, encumbrances, easements, mortgages,

security interests or any other rights in and/or restrictions on the Lands (the “**Encumbrances**”) other than as registered on title to the Lands as of the Commencement Date and the Encumbrances do not and will not restrict, require consent or approval, or otherwise interfere or prevent the Lessee from entering and using the Lands and/or Leased Area for the purposes described in this Lease; (iv) the rights granted herein do not conflict with any rights previously granted by the Lessor to others; (v) the Lands connect to a public road; and (vi) the Lessee shall have legal and practical access to the Leased Area. Lessor acknowledges and agrees that the use of the Leased Area for the Project does not constitute a nuisance and, by way of example and without limitation, Lessor waives any and all claims or demands of any nature or kind relating to any noise created by the use of the EV Stations’ equipment.

(b) Quiet Possession. The Lessor covenants and agrees that the Lessee shall hold and enjoy the Leased Area and its appurtenances, subject to the terms and conditions of this Lease. During the Term, the Lessor shall not act or omit to act in any manner that could adversely affect or impair access to or use of the Leased Area by the Lessee without the prior written consent of the Lessee, which consent may not be unreasonably withheld. Without limiting the generality of the foregoing the Lessor: (i) shall not disturb the Project’s access to the electrical utility grid or road access by undertaking or allowing any other party to undertake any building, installing, paving or planting on the Lands or adjacent lands owned by the Lessor, of any kind, which could negatively affect any aspect of the Project; and (ii) shall not take any action which will in any way interfere with the transmission and/or distribution of electricity to or from the Lands.

(c) Access. The Lessor covenants and agrees that it shall, at the sole cost and expense of the Lessee, provide to the Lessee and its authorized representatives and agents all necessary easements, servitudes and rights of way (the “**Easements**”) on, over, under and through the Lands necessary for the Lessee to connect the Project to any power supply and for any other reason as may be required by the Lessee for the purposes of, including but not limited to, surveying, laying, constructing, maintaining, inspecting, altering, removing, reconstructing, repairing, renewing, moving, using, installing and/or operating the Project and generally for any and all purposes and uses as may be deemed by the Lessee to be necessary or useful in connection with the Project. If any public utility is unable or unwilling to use any or all of the Easements or other access to the Leased Area and Lands provided to the Lessee by the Lessor then the Lessor agrees to, at the sole cost and expense of the Lessee, grant such additional easement(s), right(s) of way or other access to the Lessee and/or to the public utility for the purpose of providing the public utility with access as it requires related to the Project and Equipment.

(d) Lessor Obligations regarding Land/Leased Area. Lessor shall, at its sole cost and expense, take all actions necessary to maintain the Leased Area in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the common areas at the Lands, including, without limitation, parking lot sweeping, parking lot snow and ice removal, parking lot repaving and restriping, and maintenance and repair of curbs, gutters and landscaping features at the Lands in accordance with applicable laws and the Lease. For the avoidance of doubt, Lessor shall be under no obligation to maintain, repair or clean the EV Station, signage or any other equipment installed by Lessee within the Leased Area. However, if Lessor restripes the parking lot, inclusive of the Leased Area, Lessor shall restripe the Leased Area in a manner identical to Lessee’s striping scheme in effect immediately prior to the restriping. Lessor agrees to deliver to Lessee written notice of any common area maintenance or repairs affecting the Leased Area no later than fifteen (15) days prior to any such maintenance or repairs, and to coordinate in good faith with Lessee to ensure that each EV Station remains available for vehicle charging at all times.

(e) Disposition. The Lessor covenants and agrees that in the event the Lessor enters into an agreement of purchase and sale with a third party to transfer the Lands, the Lessor shall include in the purchase and sale agreement conditions requiring the purchaser to be bound by the terms and conditions of this Lease and to execute an assumption of lease agreement with the Lessee. Provided the third party purchaser of the Lands enters into an assumption of lease agreement with the Lessee as described herein, then the Lessor shall be released from any and all obligations under this Lease, from and after the date that title to the Lands is transferred to the third party.

Should the Lessor propose to sell, assign, transfer, convey or otherwise alienate or dispose of title to any portion of the Lands, except for the Leased Area, to a third party (the “**Disposed Lands**”), then the Lessor shall make it a condition of any such sale or transfer that the purchaser or transferee agree with the Lessee in writing under seal to assume the burden of

the covenants contained in the Lease herein in full against the Disposed Lands as servient tenement, such that the benefit of these covenants of the Lessor accrues to the Leased Area as dominant tenement. Provided that the condition regarding the Disposed Lands is satisfied as described herein, then, from and after the date that title to the Disposed Lands is transferred to the purchaser or transferee, the Lessor shall be released from any and all obligations under this Lease applicable to the Disposed Lands and the Lessor's obligations under the Lease applicable to the remaining Leased Area not included in the Disposed Lands shall remain in full force and effect.

9. Encumbrances. The Lessee may, at its option, pay or discharge any arrears owing under any Encumbrance upon the Lands which has priority over the interest of Lessee under this Lease, in which event the Lessee shall be subrogated to the holder or holders of such paid or discharged Encumbrances and the Lessee shall set off the amount paid by the Lessee against any Rent or other compensation owed by the Lessee to the Lessor under the Lease or any other agreement between the Parties.

10. Lessee's Equipment. The Equipment, the EV Stations and the Project shall remain at all times the personal and moveable property of the Lessee and not become fixtures, notwithstanding the attachment to any degree or in any manner of any part of the Equipment or the Project to the Leased Area and/or Lands. The Lessee shall have the unfettered right, at all times during the Term, to make any alterations or improvements to the Project or Leased Area or to remove all or any part of the Equipment, EV Stations and appurtenances from the Leased Area. The Lessee shall have the further right from time to time and at any time to surrender any part or portion of the Leased Area by giving the Lessor a revised Exhibit "B" of the portion or portions of the Leased Area retained. Upon the surrender of a portion of the Leased Area and (i) the removal of Equipment from such surrendered Leased Area; and (ii) the restoration of such surrendered Leased Area in accordance with Section 6(k) herein, then, the calculation of Rent as provided for in Section 4 herein shall be revised accordingly for the remainder of the Term.

11. Data Collection and Sharing. Lessee shall ensure that EV stations are connected to a cellular network that will (a) allow electric vehicle drivers to locate EV stations and identify if its available; (b) allow electric vehicle drivers to pay to use the EV station using standard remote payment options; (c) provide electric vehicle drivers with a 24/7 link and phone number for all troubleshooting needs; (d) collect, organize, summarize and store all charging and no-privacy protected customer data to be shared with City of London and Natural Resources Canada recognizing that such reports are subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*.

12. Mutual Representations and Warranties. Each of Lessor and Lessee hereby represent and warrant to the other as of the Commencement Date that: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of this Lease have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, rule, regulation, order, judgment, or other legal or regulatory determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or administrative proceeding that may materially adversely affect its ability to perform this Lease; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (e) this Lease constitutes a legal, valid and binding obligation of such Party, except as the enforceability of this Lease may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity, good faith, and public order; and (f) at all times during the Term, it will comply with all federal, provincial, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under this Lease.

13. Indemnification.

(a) Subject to Section 14(b) and Section 15, Lessee shall indemnify and hold harmless Lessor, its directors, employees, and agents from and against all third party claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable lawyers' fees and costs of collection (collectively, "Losses") that arise out of or result from (i) any breach by Lessee of its obligations, representations or warranties under this Lease, or (ii) the operation of the Project during the Term, except to the extent arising out of or resulting from any willful misconduct or negligence of Lessor or any

installation activities conducted by a contractor or other service provider designated by Lessor. The obligations of Lessee under this Section 14(a) shall survive the expiration, cancellation, or termination of this Lease and Term.

(b) Subject to this Section 14(a) and Section 15 hereof, Lessor shall indemnify and hold harmless Lessee, its affiliates, and their respective representatives, agents, officers, directors, shareholders, partners and employees from and against all third party Losses that arise out of or result from (i) any willful misconduct or negligence of Lessor in connection with this Lease, or (ii) any breach by Lessor of its obligations, representations or warranties under this Lease resulting from the activities of the Lessor on or about the Lands or arising out of the condition of the Lands as of the Commencement Date, except to the extent arising out of or resulting from any willful misconduct or negligence of Lessee or any activities conducted by a contractor or other service provider designated by Lessee. The obligations of Lessor under this Section 14(b) shall survive the expiration, cancellation, or termination of this Lease and the Term.

14. Assignment. This Lease shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns. Fifteen (15) days after notice was provided to the Lessor, upon Lessors consent and approval in respect to the Lessee assignment, the Lessee shall have right to transfer, delegate, lease, sell, license, convey or otherwise assign (collectively, a "**Transfer**") its interest in the Lease and Leased Area, in whole or in part at any time and from time to time and to sublet all or any part of the Leased Area or grant any right of use or occupancy of all or any part of the Leased Area or the Project to a third party and may undergo a corporate reorganization, including, without limitation, a merger or amalgamation. Upon the Transfer of this Lease in whole, the Lessee shall have no further obligations and liabilities hereunder, provided that the transferee assumes all obligations and burdens imposed by this Lease and further provided that a signed assumption agreement is delivered to the Lessor.

15. Lessee's Financing Arrangements. The Lessor acknowledges that the Lessee may be entering into certain financing arrangements, which may require an assignment or hypothecation of the Lessee's rights and obligations under this Lease or the creation of security interests in the personal or moveable property of the Lessee located at the Leased Area. The Lessor consents to any such assignment, hypothecation or grant of security interests, and to any transfers occurring on the enforcement of same. The Lessor acknowledges and agrees to provide any relevant financier for so long as its financing is in existence the absolute right (including but not limited to): (i) to assign its loan; (ii) to enforce its security and acquire title to all or any portion of the Lessee's leasehold estate, Equipment and Project by any lawful means; (iii) to take possession of and operate all or any portion of the business carried on by the Lessee, without any interruption by the Lessor or any other person whomsoever claiming through or under the Lessor, and to perform all obligations to be performed by the Lessee under this Lease, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of the Lease or Project by foreclosure or by an assignment in lieu of foreclosure and thereafter without the Lessor's consent to assign or transfer all or any portion of the Lease and Project to a third party and upon completion of a transfer or assignment of the Lease the financier shall be relieved of any further obligations in respect of the Lease.

16. Default. Either Party may at its option and without further liability to the other Party terminate this Lease upon the material default by such other Party in the performance of any of its covenants or obligations under this Lease, if such default is not remedied within thirty (30) days of the Party in default receiving written notice of such default, specifying in detail the alleged event of default and the required remedy (the "**Notice of Default**"), or within such longer period as is reasonable in the circumstances so long as the Party in default is diligently moving to implement remedial action. As a precondition to exercising any rights or remedies related to any alleged default by the Lessee under this Lease, the Lessor shall provide the Notice of Default to each relevant financier Lessee notifies Lessor of at the same time it delivers the Notice of Default to the Lessee. The relevant financier shall have the right but not the obligation to cure a default on behalf of the Lessee and shall be provided an additional sixty (60) days, for a total of ninety (90) days or such longer period as is reasonable in the circumstances to remedy the default. If any default by the Lessee cannot be cured without obtaining possession of all or part of the Leased Area and Project, then any such default shall be deemed remedied if a financier, within one hundred and twenty (120) days after receiving the Notice of Default from the Lessor acquires possession of all or part of the Leased Area or Project, or begins appropriate judicial or non-judicial proceedings to obtain

the same. If a financier is prohibited by any court or by operation of any law from commencing such proceedings, the one hundred and twenty (120) day period specified above for such proceedings shall be extended for the period of such prohibition. In the event that the Lease is terminated prior to the expiration of the Term, for any reason, the Lessor agrees that it shall enter into a new lease for the Leased Area with the financier, upon the same terms and conditions as the Lease. This new lease shall be executed within thirty (30) days of the financier providing written notice to the Lessor and provided the financier cures or begins to cure any outstanding defaults. During the period between the termination of the Lease and the execution of a new lease, the financier may continue to use the Leased Area for the Project without hindrance by the Lessor or by any person claiming by, through or under the Lessor, provided that such use of the Leased Area is carried out in accordance with the terms and conditions of the terminated lease and further provided that the commencement date of the new lease corresponds to the date upon which the financier commenced or continued to use the Leased Area as aforesaid. The provisions of this Section 18 shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by the Lessor, the Lessee and such financier.

17. Termination. (a) Termination by either Party. Either Party may terminate this Agreement in the event of a material breach without further obligation to the other Party, upon providing at least twenty-four (24) hours' written notice by the other Party after notice thereof and failure of the other Party to remedy or cure the breach within thirty (60) days of receipt of the notice.

(b) Termination by Municipality. The Municipality may terminate this Agreement by providing the Lessee with at least twenty-four (24) hours written notice in the event that: (i) The Lessee becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or trustee in bankruptcy appointed for it or becomes voluntarily subject as a debtor to the provisions of the *Companies' Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act*; (ii) The Lessor may be required to redevelop, capital repair or expansion, property sale etc.

(c) Obligations and rights upon termination or expiry of Agreement: Upon termination of this Lease as provide for above 17(b) (i), the Lessee shall remove all equipment and restore the lands in accordance with the provision 7(j). Should the Lessee not remove and restore the lands within 60 days, the Lessor will do so and charge back the Lessee for this. The Lessor is not liable for any and all costs, claims, incurred by the Lessee

If the Lessor terminates this agreement prior to the 10th anniversary or anytime in the extension term thereof with 60 days written notice provided to Lessee for any reasons identified under 17(b) (ii), the Lessor is not liable for any and all costs, claims, incurred by the Lessee, and will only be liable to repay the funding received by Natural Resources Canada (if applicable) & the value of the depreciated asset (in the year the termination is invoked) should the Lessee no longer want the asset. Both parties further agree that the Lessee will have no claims to any future revenue streams/profit as a result of the termination exercised by the Lessor.

18. Expropriation. If during the Term, the whole or any part of the Lands is expropriated, the Lessee shall be entitled pursue any claims as per the provisions of the Ontario Expropriations Act R.S.O 1990, Chapter E. 26.

19. Force Majeure. Where any act, event, cause or condition, beyond the reasonable control of either Party (a "**Force Majeure**"), hinders or prevents, in whole or in part, the ability of such Party to fulfill any of its obligations hereunder said obligations shall be suspended and excused and any time periods provided for herein shall be extended for a reasonable period of time to account for the Force Majeure.

20. Entire Lease. This Lease cancels and replaces all other agreements between the Parties with respect to the Lands and Leased Area. This Lease contains the entire agreement between the Lessor and the Lessee with respect to the Lands and Leased Area and expressly replaces all prior representations and discussions, either oral or written, between the Parties. The Parties acknowledge that they have read the Lease (and attached Exhibits), received adequate explanation of the nature and scope of each of the clauses and their obligations hereunder and have been advised by legal counsel or acknowledge that they have been advised to obtain legal counsel and had full opportunity to do so. This Lease may not be amended except by written instrument executed by both Parties. The Lessee may elect to

obtain, at its sole discretion, technical drawings or a survey of the Lands and/or the Leased Area, which as directed by the Lessee in its sole discretion, shall be attached hereto as Exhibit "C" and will take precedence over Exhibit "B".

21. Notice of Lease. The Parties agree that this Lease shall not be registered in any land registry office. The Lessee, at its sole cost and expense, shall be entitled to register a notice of this Lease in the applicable land registry office wherein a legal description of the Lands, the Term and certain other terms and provisions hereof are set forth and the Lessor will execute any documents required to give effect to such registration. Within ninety (90) days following the expiry or termination of the Lease, the Lessee shall remove, at its sole cost, any notices on title it registered against the Lands, failing which the Lessee hereby appoints the Lessor as its authorized representative to remove said notices from title. The Lessee shall reimburse any reasonable costs incurred by the Lessor related to the above.

22. Survival of Covenants. The covenants, representations and agreements of Sections 13, 14, 15, 18, 24, 27(k) and 27(l) shall survive the expiration, termination or cancellation of this Lease, regardless of reason.

23. Facsimile Transmissions; Notices. This Lease may be executed, amended or renewed by the Parties by facsimile or digital email transmission, and the execution shall bind the transmitting Party to all the terms and conditions contained therein. Any notice required or authorized by this Lease shall be deemed to have been properly given if by personal delivery, registered mail or courier, or by facsimile transmission to the address or fax number specified herein, or to any other address or fax number duly notified by one Party to the other. Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by facsimile (with confirming transmission report) or on the second day following the sending thereof by prepaid courier service and fifth day following the sending thereof by registered mail.

24. Dispute Resolution. If the Parties are unable to resolve a dispute arising hereunder through dialogue and negotiation, any Party may initiate binding arbitration pursuant to the rules of the *Province of Ontario*, including any amendments or replacements thereto, (the "**Act**") as set forth in this Section. Such arbitration will be submitted to a single disinterested arbitrator, mutually agreed to by the Parties, with significant experience and training to pass a ruling on the particular matter to be decided. If the Parties cannot mutually agree on the selection of the arbitrator, the arbitrator will be selected in accordance with the rules of the Act as they pertain to the selection of arbitrators. The arbitration proceedings will be conducted in English and entirely within Toronto, Ontario. The arbitrator will be instructed to use all reasonable efforts to render a written decision setting forth its findings and conclusions within thirty (30) days of the date on which the arbitration proceedings are concluded. The arbitrator's decision concerning the item or items in dispute will be final and binding on the Parties and there shall be no appeal therefrom. The arbitrator shall be paid their normal professional fees for their time and attendance in dealing with the subject matter of the arbitration. The arbitrator shall order the payment of such fees in accordance with the Act. The arbitrator shall have the power to award the costs of the arbitration. The arbitration shall be kept confidential and its existence and any element of it (including submissions and any evidence or documents presented or exchanged) shall not be disclosed beyond the arbitrator, the Parties hereto (including their shareholders, auditors and insurers), their counsel and any person necessary to the conduct of the arbitration, except as required by law or regulation. No individual shall be appointed as an arbitrator unless he or she agrees to be bound by this confidentiality provision.

25. Miscellaneous.

(a) General Provisions. The recitals to this Lease are considered binding terms of this Lease, as are all of the other Sections and Exhibits included herein. The Lease shall be construed with all changes in number and gender as may be required by the context. Any monies to be paid pursuant to this Lease shall be in Canadian funds.

(b) Governing Law. The provisions of this Lease shall be governed by and interpreted in accordance with the laws of the Province of Ontario, Canada in which the Lands are located and the Parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

(c) Lawyers' Fees; Waiver of Jury Trial. If either Party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Lease, the prevailing Party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation,

reasonable lawyers' fees. The Parties hereby waive any and all rights which either Party may have to request or require that a jury determine any fact, matter, controversy, dispute or litigation between them, or render any judgment or decision, in any way concerning this Lease, and agree that any and all litigation between them arising from or in connection with this Lease shall be determined by a judge sitting without a jury.

(d) No Waiver. The failure of a Party to insist on strict performance of any provision of the Lease does not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel given in any one instance does not constitute a waiver or estoppel with respect to a later obligation or breach.

(e) No Third Party Beneficiaries. This Lease does not confer any rights or remedies on any person other than the Parties and their respective successors and permitted assigns, save as otherwise expressly provided for herein. Notwithstanding this provision, the parties acknowledge and agree that a separate agreement exists between NRCan and the Lessee under the ZEVIP program.

(f) Remedies. The rights and remedies provided by this Lease are cumulative, and the use of any right or remedy by any Party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a Party may have under applicable law, in equity or otherwise.

(g) Severability. If any term of this Lease is held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire Lease. Instead, this Lease shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the Parties shall be construed and enforced accordingly, and this Lease shall remain in full force and effect as reformed.

(h) Integration; Amendments. It is agreed and understood that this Lease contains all agreements, promises and understandings between the Parties, and that there are no verbal or oral agreements, promises or understandings between the Parties. Any amendment, modification or other change to this Lease shall be ineffective unless made in a writing signed by the Parties hereto.

(i) Counterpart/Electronic Execution. This Lease may be executed in any number of counterparts with the same effect as if all the Parties had signed the same document; all counterparts shall be construed together and shall constitute one and the same instrument. The delivery of an executed counterpart to this Lease by electronic means (including via email) shall be as effective as the delivery of a manually executed counterpart.

(j) Time is of the Essence. Time is of the essence in this Lease.

26. Confidentiality. Except as otherwise provided herein or required by law, the Parties agree that the terms of the Lease, the business of the Lessee and all information relating to the use of the Leased Area pursuant to this Lease shall be subject to the *Municipal Freedom of Information and Protection of Privacy Act*.

(a) Publicity. Neither Party will use the other Party's name, trademark or logo without such other Party's prior written consent. If mutually agreed in writing, Lessee and Lessor may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by Lessee or other third parties, regarding the existence of the Project and the status of the activities contemplated by this Lease; provided that all such press releases and statements and press conferences shall be approved in advance by the Lessor and Lessee. Nothing herein shall be deemed to require Lessor's consent to Lessee's disclosure of the location (i.e., civic address, but for clarity, any reference to the Lessor, its trademarks or its logos requires the consent of the Lessor) of the Project to the general public in any manner, including via an application to permit electric vehicle owners, users and lessees to locate places to charge their vehicles. Lessor shall, if applicable, disclose the location of the Project to the general public as part of a standard property site map and/or directory.

IN WITNESS WHEREOF the Parties have executed this Lease as of the date first written above.

Address of Lessor :

300 Dufferin Ave,
London, ON
N6A 4L9

“The Corporation of the City of London”

By:

Printed Name:

Title:

I have the authority to bind the corporation

“The Corporation of the City of London”

By:

Printed Name:

Title:

I have the authority to bind the corporation

Address of Lessee:

“SunSaver 4 Ltd.”

By:

Name:

Title:

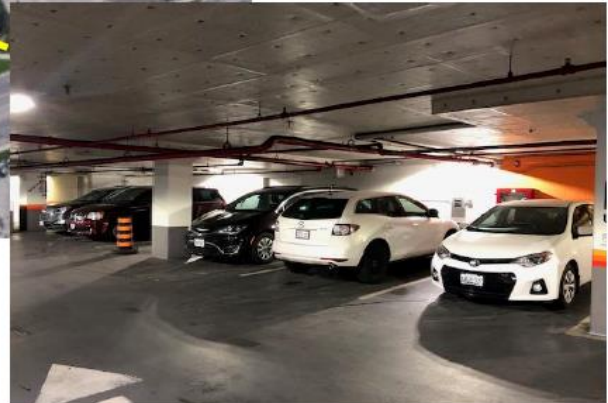
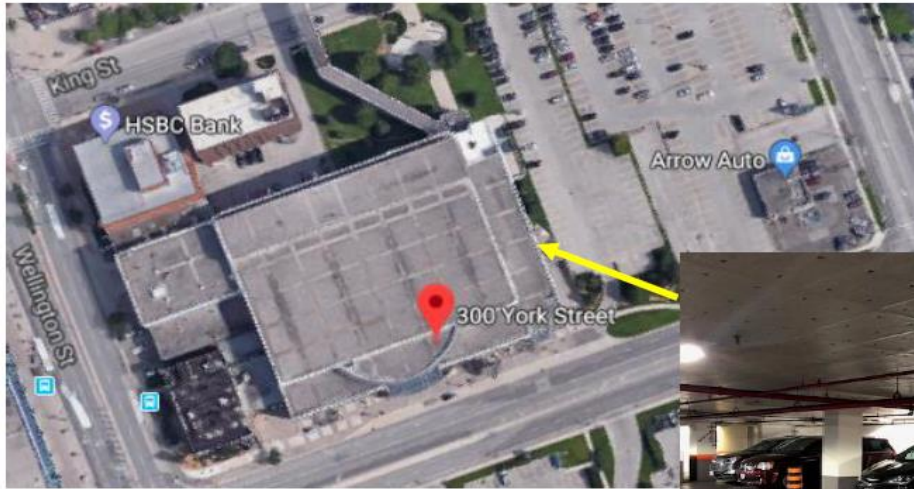
I have the authority to bind the corporation

EXHIBIT "A"
DESCRIPTION OF LANDS

Proponent	Description of Lands (Location)	No. of Parking Spots Allocated to Proponent
SunSaver 4 Ltd	RBC Convention Centre – indoor parking (300 York Street)	6
	Medway Arena (119 Sherwood Forest Square)	2
	Kinsmen Recreation Centre (20 Granville St.)	2
	Tourism London (696 Wellington Rd. South)	2
	South London Community Centre (1119 Jalna Blvd.)	2
	East Lions Community Centre (1731 Churchill Ave.)	2
	Bostwick Community Centre (501 Southdale Ave.)	4
	Oakridge Optimistic Community Park (825 Valetta St.)	2
	Stronach Community Centre (1221 Sandford St.)	4
	Total	26

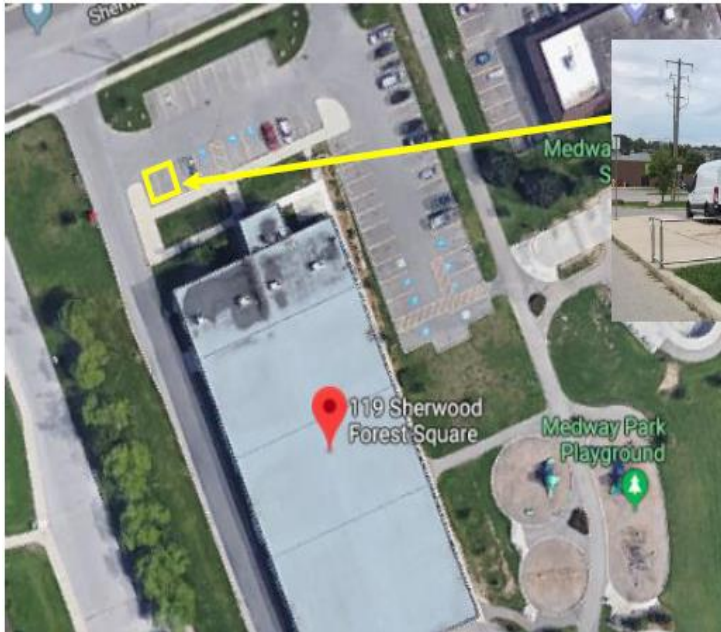
EXHIBIT "B"
IDENTIFICATION OF LOCATION OF PROJECT

- 1. **RBC Convention Centre** – 300 York Street. Six Level 2 Ports located in the underground parking garage.



The EV Chargers are located directly under the electrical room, and the conduit can be run through the floor. A new electrical panel will be installed on one of the concrete columns, opposite of the EV Chargers. Electrical capacity is confirmed.

- 2. **Medway Arena** – 119 Sherwood Forest Square. Two Level 2 Ports located in the North Parking lot.



Electrical capacity is confirmed and the electrical will be run from the electrical room, located on the north side of the building. The conduit will be buried under the concrete ramp.

- 3. **Kinsmen Recreation Centre – 20 Granville St.** Two Level 2 Ports located in the south parking lot.



Electrical wires will run along from electrical room (southeast corner of the building) to the EV charger beside the island. A boring to the island will be applied to prevent any impact to the parking lot.

- 4. **Tourism London – 696 Wellington Rd.** Two Level 2 EV Chargers



The electrical panel has space for two level 2 chargers and the designated EV parking spots are located behind the office. The electrical conduit can be excavated and buried in the lawn, and a concrete base is used for mounting the charger.

- 5. **South London Community Centre – 1119 Jalna Blvd.** Two level 2 EV Chargers located in the north parking lot



The electrical capacity has been confirmed for this location during the site assessment, and the wiring will be run from the electrical room to the North/East corner of the building. From there, it will be either bored or excavated to the north parking lot, as indicated with yellow square.

- 6. **Stronach Community Centre** – 1221 Sandford St. Four Level 2 EV Chargers located in the North/West corner of the parking lot. Conduit will run from electrical room along the inside of the building to the corner, where it can exit the building and go down underground to the EV chargers. Pre cast concrete bases will be used to mount the chargers along parking lot.



- 7. **East Lions Community Centre** – 1731 Churchill Ave. Two Level 2 EV Chargers.

No google maps Picture available. EV Chargers will be installed at allocated locations from the City of London as per construction drawings.

- 8. **Bostwick Community Centre** – 501 Southdale Ave. Four Level 2 EV Chargers to be installed at the North/West corner of the parking lot. The electrical room is located in the South/West corner of the building, and the conduit can be run through the south wall, and underground to the EV chargers. The underground conduit will be cored, and the existing sidewalk will not be disturbed except for the installation of the EV chargers.



- 9. **Oakridge Optimist Community Park** – 825 Valetta Street



Two Level 2 EV Chargers located on the South/East corner of the building. The electrical can be run inside from the electrical room to the location of the chargers. We can use precast bases for mounting the EV Chargers.

EXHIBIT "C" TYPE OF CHARGER

Sample of a Level 2, Dual EV Charger mounted on a precast concrete base. (located at London life)

