

CITY OF SAN DIEGO

CONSENT TO LICENSE

THIS CONSENT TO LICENSE ("Consent") is provided by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective upon approval by the San Diego City Attorney, as follows:

RECITALS

- A. CITY, as lessor, and AEG SD MANAGEMENT, LLC, a California limited liability company, as successor in interest to ARENA GROUP 2000, LP, a California limited partnership ("LESSEE"), as lessee, are parties to that certain CITY OF SAN DIEGO GROUND LEASE AGREEMENT (the "Master Lease") filed in the Office of the San Diego City Clerk as Document No. RR-296248 on April 2, 2002, and relating to the retail pads (the "Master Lease Premises") at the San Diego Sports Arena, located at 3500 Sports Arena Boulevard, San Diego, California.
- B. LESSEE, as sublessor, and ARENA FUELS, LLC, a California limited liability company ("SUBLESSEE"), as sublessee, are parties to that certain GROUND SUBLEASE dated June 24, 2002, relating to a portion of the Master Lease Premises (the "Sublease Premises").
- C. CITY provided its consent to the GROUND SUBLEASE, as required by the Master Lease, on September 18, 2002 ("Consent to GROUND SUBLEASE").
- D. SUBLESSEE and SPORTS ARENA FUELS, INC., a California corporation doing business as "AM/PM Convenience Store" ("SUB-SUBLESSEE"), are parties to that certain GROUND SUB-SUBLEASE dated January 7, 2010 for all of the Sublease Premises.
- E. CITY provided its consent to the GROUND SUB-SUBLEASE, as required by the Master Lease, on November 22, 2010 ("Consent to GROUND SUBLEASE").
- F. SUB-SUBLESSEE and EVERFUEL US, INC., a California corporation ("LICENSEE") have requested CITY to consent to a license agreement ("License") allowing EVERFUEL US to install a hydrogen station and related cabling and electrical equipment and operate the Hydrogen Station on a portion of the Sublease Premises, at the location depicted on Exhibit "A" attached hereto (the "License Area").
- G. The Master Lease requires City to consent to all subleases of the Master Lease Premises.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Subject to the terms and conditions herein, City hereby consents to SUB-SUBLESSEE's request to issue a license to use a portion of its right, title and/or interest in and to the Master Lease to LICENSEE. By giving this Consent, City is merely consenting to the License. All

terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in any license or agreement executed between SUB-SUBLESSEE and LICENSEE, except as otherwise approved herein; and

2. City's Consent is conditioned upon LICENSEE's written agreement that it will assume all rights and obligations as "Lessee" under the Master Lease, as applicable; and
3. City does not release, discharge or modify LESSEE's obligations to City under the Master Lease. As set forth in applicable law, LESSEE's obligations under the Master Lease shall survive said License and shall continue through the termination dates of the Master Lease, as set forth therein; and
4. This Consent does not constitute consent to any subsequent license to use of any right, title and/or interest in and to the Master Lease; and
5. LESSEE agrees to pay City any applicable processing and/or administrative fee(s) for processing this Consent; and
6. City shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the license to use. Further, LESSEE agrees to protect, defend, indemnify, and hold City, its elected officials, officers, representatives, agents, and employees harmless from and against any claim for any brokerage commission or finder's fee related to the consummation of this Consent, and from and against any cost or expense (including without limitation attorney fees) incurred by City in resisting any claim for any such brokerage commission or finder's fee.

The remainder of the page is intentionally left blank

IN WITNESS WHEREOF, this Consent to License is executed by City acting by and through its Mayor, or his designee.

THE CITY OF SAN DIEGO, a California municipal corporation

Date: _____

11/7/16

By: _____

Cybele Thompson

Director, Real Estate Assets Department

Environmental Analysis Section Environmental Clearance:

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section(s) 15301 (Existing Facilities).

Date: _____

By: _____

Name: _____

Its: _____

*Approved as to form this _____ of
_____, 2016.*

Approved as to form this _____
day of _____, 2016

JAN I. GOLDSMITH, City Attorney

BY: _____

Name: _____

Title: Deputy City Attorney

IN WITNESS WHEREOF, this Consent to License is executed by City acting by and through its Mayor, or his designee.

THE CITY OF SAN DIEGO, a California municipal corporation

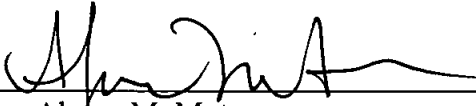
Date: _____

By: _____
Cybele Thompson
Director, Real Estate Assets Department

Planning - Environmental and Policy Analysis Section Environmental Clearance:

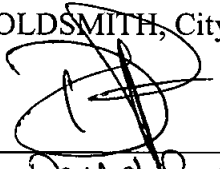
This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section(s) 15301 (Existing Facilities), Section 15303 (New Construction) and Section 15304 (Minor Alterations to Land).

Date: 11/16/16

By: 
Name: Alyssa M. Muto
Title: Deputy Director, Environment and Policy Analysis, Planning Department

Approved as to form this 22nd
day of November, 2016

JAN I. GOLDSMITH, City Attorney

BY: 
Name: David Powell
Title: Deputy City Attorney

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") is entered into as of July 29, 2016 (the "Effective Date"), by and between Sports Arena Fuels, INC. ("Licensor") and Everfuel US, Inc., a California corporation ("Licensee").

RECITALS:

This Agreement is made with regard to the following facts:

A. Licensor leases that certain real property more particularly described on Exhibit A and commonly known as 3580 Sports Arena Blvd, San Diego, CA 92110 (the "Property") on which there is an operating gas station, pursuant to that Licensor succeeds in securing Landlord consent to this agreement and consent by ARCO if required.

B. Licensee desires to install a hydrogen station and related cabling and electrical equipment (collectively, the "Hydrogen Station") and operate the Hydrogen Station on a portion of the Property, at the location depicted on Exhibit B attached hereto (the "License Area"), and Licensor desires to allow such installation, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, intending to be legally bound, Licensee and Licensor agree as follows:

1. Grant of License: Early Access.

(a) License. Subject to any access restrictions set forth in this Agreement and subject to the contingency deadline dates set forth on the attached Exhibit C, Licensor hereby grants to Licensee a non-exclusive irrevocable license (the "License"), to, at Licensee's sole expense, install, operate, maintain, repair and replace (together, the "Work") the Hydrogen Station in the License Area and to ingress and egress over the Property for access to the License Area by Licensee, its employees, contractors, and invitees. The foregoing notwithstanding, Licensee shall have exclusive use of the Hydrogen Station for itself and its employees, contractors and invitees.

(b) Early Access Period. Commencing on January 1, 2017 through the Commencement Date (as defined in Section 2(a)) (the "Early Access Period"), Licensee shall have a right to access the License Area for the purpose of planning (but not for the purpose of commencing the Work or operating Licensee's business on the License Area). During the Early Access Period, all of the terms and provisions of this Agreement shall apply to Licensee's use of the License Area. The Early Access Period is referenced on the attached Exhibit C as the "City approval period." During the Early Access Period and the period referenced on the attached

7/27 MJP

Exhibit C as the "State approval period," Licensor shall have the right to full access to the License Area.

(c) Landlord Consent. In the event Licensor requires consent from its landlord, (i) Licensor shall provide a fully executed landlord consent, and (ii) this Agreement shall not be valid, binding and enforceable until and unless such consent is obtained. Licensor represents that no other consent from or notice to any federal, state or local court or federal, state, or local government bureau, department, commission or agency, or any other person or entity whether or not governmental in character, is required to permit Licensor to execute, deliver and perform this Agreement in accordance with its terms.

2. Term.

(a) Term. The term of this Agreement shall be for a five (5) year period (the "Term") commencing on the earlier of (i) ten (10) business days after Licensee delivers written notice to Licensor of Licensee's desire to commence the Work on the License Area, or (ii) January 1, 2018 ("Commencement Date"). The Term is referenced on the attached Exhibit C as the "License period."

(b) Option to Extend. Upon Licensee's written notice to Licensor, given not later than six (6) months prior to the expiration of the then-current term, Licenses may extend the Term for two (2) additional three (3) year periods (respectively, the "First Extension Period" and the "Second Extension Period") upon the same terms and conditions as contained in this Agreement.

(c) Early Termination. Prior to the commencement of the Term, Licensee shall have the right to terminate this Agreement upon written notice to Licensor. In the event of such termination, neither party shall have any further rights or obligations under this Agreement, except for rights and obligations which have accrued as of the termination date or which specifically survive termination.

3. Payments due from Licensee.

(a) Monthly Rent. During the Early Access Period, commencing on January 1, 2017 and within five (5) days after the first day of each month thereafter, Licensee shall pay ten percent (10%) of the Monthly Rent (as defined below). During the Term, within five (5) days after the first day of each month, Licensee shall pay rent monthly in the amount of three thousand five hundred Dollars (\$3,500) ("Monthly Rent"). On the first anniversary of the Commencement Date and every anniversary thereafter during the Term, and any extensions, the Monthly Rent shall increase by three percent (3%). Rent for any period during the Term which is for less than one month shall be a pro rata portion of the monthly instalment. Rent shall be payable in lawful money of the United States to Licensor at the address set forth in Section 16.

(b) Security Deposit. Licensee will deposit with Licensor the equivalent of

two (2) months of Monthly Rent (in the amount of seven thousand Dollars (\$7,000) (the "Security Deposit"), which shall be held by Licensor as security for the faithful performance by Licensee of all the terms, covenants and conditions of this Agreement to be kept and performed by Licensee during the Term. The deposit will be made prior to the Commencement Date. If Licensee defaults with respect to any provision of this Agreement, including, but not limited to the provisions relating to the payment of Monthly Rent, Licensor may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any amount which Licensor may spend or become obligated to spend by reason of Licensee's default, or to compensate Licensor for any other loss or damage which Licensor may suffer by reason of Licensee's default. If Licensee shall fully and faithfully perform every provision of this Agreement to be performed by it, the Security Deposit or any balance thereof shall be returned to Licensee at the expiration of the Term. In the event of termination of Licensor's interest in this Agreement, Licensor shall transfer Licensee's Security Deposit to Licensor's successor interest, and upon such transfer and notification to Licensee, Licensor shall have no further liability in connection with the Security Deposit.

(c) Royalty: The Parties may during the term of this agreement agree on installation of an additional and second fueling pump. In such event Licensee shall pay Licensor a fixed royalty of \$0.4 per kilo of hydrogen dispensed on the second pump only, measured on a monthly basis and paid together with the Monthly Rent.

4. Construction and Operations.

(a) Plans. Prior to commencement of any Work, Licensee shall, at its sole cost and expense, prepare and deliver to Licensor working drawings, plans and specifications ("Plans") detailing the location and size of the Hydrogen Station.

(b) Work. Licensee shall, at its sole cost and expense, comply with the following:

(i) Licensee shall perform all Work in a good and workmanlike manner consistent with generally accepted construction standards;

(ii) Licensee shall perform all Work in such a way as to minimize, as is reasonably practical, any interference with the other operations on the Property and any existing easements on the Property;

(iii) Licensee shall perform the Work and construct any other necessary improvements in the License Area during the Term in compliance with all applicable laws, ordinances, rules, regulations and requirements imposed by any local, state, or federal authority regarding the Property or the Hydrogen Station, as amended and supplemented from time to time during the Term (collectively, "Laws"). Prior to commencement of any Work, Licensee shall obtain, at its sole cost and expense, all governmental or other agency permits, licenses and approvals required pursuant to the Laws for the Work and shall comply with the terms and conditions applicable to such permits and approvals. Licensor shall cooperate with Licensee, but at no expense to Licensor, in Licensee's efforts to obtain such permits and approvals. During the

TK MB

Term, Licensee shall comply with all applicable Laws in connection with the Hydrogen Station, including without limitation, making any and all alterations, modifications or additions to the Hydrogen Station that may be required by such Laws; and

(iv) Licensee shall not permit any liens to be attached to the Property arising out of Work performed by or on behalf of Licensee.

(v) Licensee shall take sufficient insurance on the work and operation at the License Area conducted in relation to this Contract. The insurance must include coverage of unforeseen accidents caused by Licensee's operation of the Hydrogen station and which causes any damage to Licensor's equipment, buildings, carwash and other property.

5. Hydrogen Station.

(a) Maintenance. Licensee, at Licensee's sole cost and expense, shall be responsible for the maintenance of the Hydrogen Station in accordance with all applicable Laws and the terms of this Agreement.

(b) Personal Property. The Hydrogen Station, and any other personal property that belongs to Licensee, shall be owned and operated at the sole risk of Licensee, and Licensor shall not be liable for damage thereto or theft, misappropriation or loss thereof, except in the event of the negligence or willful misconduct of Licensor, its employees, contractors or agents. As and to the extent required or provided by Section 14 and Section 18 below, (i) upon the expiration or earlier termination of this Agreement, Licensee shall remove the Hydrogen Station, including any related signage, cabling and electrical equipment or personal property from the License Area and restore the License Area to substantially the same condition existing prior to the installation of the Hydrogen Station and related signage, ordinary wear and tear and damage by casualty excepted; and (ii) Licensee shall repair all damage caused by such removal to substantially the same condition existing immediately prior to installation of the Hydrogen Station, ordinary wear and tear and damage by casualty excepted and any property not so removed after the expiration of this Agreement and after thirty (30) days prior written notice shall be deemed abandoned by Licensee and Licensor may dispose of same in whatever manner Licensor may elect without any liability to Licensor. If Licensee fails to make such repairs, after ten (10) business days written notice to Licensee, Licensor may perform all steps necessary to repair such damage, at Licensee's expense, and such the reimbursement by Licensee of such expense shall be due, upon the rendering of an invoice, with the payment of Monthly Rent.

(c) Electricity. Licensee shall install a separate electrical connection as part of its Work and shall pay for its electricity directly to the provider; provided however that if Licensee is unable to install a separate connection, (i) Licensee shall have the right, at its sole cost and expense, to update Licensor's connection, including installation of an additional internal meter, and (ii) Licensee shall pay Licensor as part of its Monthly Rent the cost of the additional electricity used by Licensee as calculated by the additional meter.

JK MP

(d) Signage. Subject to approval by governmental agencies with jurisdiction, Licensee shall have the right to place signage on the License Area. Licensee shall remove any such signage at the end of the Term.

6. Subject to Laws. Licensee's rights and obligations under this Agreement are subject to all applicable Laws. Either party may terminate its obligations under this Agreement if ordered to do so, by the final, non-appealable order or ruling of a court or other governmental agency of competent jurisdiction, or if such order or ruling would make it impossible or commercially impracticable for either party to carry out its obligations under this Agreement. In addition, if at any time during the Term, the action of a governmental agency with jurisdiction over the parties hereto, the Property or the Hydrogen Station requires modification of the Hydrogen Station provided hereunder so as to impair Licensee's ability to operate or maintain the Hydrogen Station, Licensee may terminate this Agreement upon thirty (30) days' written notice to Licensor.

7. Condition of License Area. Licensor represents and warrants that, as of the Effective Date, the Property is in compliance with all applicable Laws, including the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.). Licensor makes no warranty or representation that the License Area is suitable for the use proposed by Licensee. Licensee has inspected the License Area and Licensee accepts the same "as is" and agrees that Licensor is under no obligation to perform any work or provide any materials to prepare the Hydrogen Station for Licensee. If the Property is not in compliance with all applicable Laws and such non-compliance materially interferes with Licensee's ability to perform the Work or operate its business, Licensee shall have the right to terminate this Agreement upon written notice to Licensor.

8. Hazardous Materials. Licensee shall not cause or permit any Hazardous Materials to be used on or about the License Area, excepting only the types of Hazardous Materials which are normally used in connection with Licensee's permitted use of the License Area and then only in accordance with all applicable Laws. Licensee shall take all investigatory and/or remedial action required by a governmental agency with jurisdiction, for the cleanup of any contamination of the License Area by Hazardous Materials that was caused by Licensee or is pertaining to or involving any Hazardous Materials brought onto the License Area during the Term by or for Licensee. "Hazardous Materials" means any and all pollutants, toxic or hazardous wastes or other substances which are regulated by any applicable Law. Licensor represents that as of the Effective Date, (i) there are no Hazardous Materials on, in, under or about the Property, (ii) there is no action, proceeding, or claim is pending or threatened concerning any hazardous or toxic materials on, in, under or about the Property, (iii) Licensor has not received written notice of any violation of any applicable Laws with respect to the Property that has not been remedied to the satisfaction of any agency providing such written notice of violation, and (iv) the Property is not in violation of any applicable Laws. If any Hazardous Materials on the License Area, which are not brought onto the License Area by or for Licensee, materially interfere with Licensee's ability to perform the Work or operate its business, Licensee shall have the right to terminate this Agreement upon written notice to Licensor.

9. Liability.

(a) Licensee agrees and acknowledges that its use and operation of the Hydrogen Station is at its sole risk, and Licensee hereby absolves and fully releases Licensor and its partners and affiliates, and their respective officers, directors, shareholders, employees, agents, successors and assigns (collectively the "Licensor Parties"), and each of them, and Licensor's property, from any claim by Licensee for damage to the Hydrogen Station and any other equipment or personal property of Licensee located at the License Area or under or across the Property, except to the extent attributable to the negligence or willful misconduct of any of the Licensor Parties. Licensor shall not be responsible or liable to Licensee for any claims resulting from any acts or omissions of other tenants or licensees occupying the Property, or for any destruction or damage to the Hydrogen Station or any portion thereof, except to the extent attributable to the gross negligence or willful misconduct of any of the Licensor Parties.

(b) Licensee shall indemnify, protect, hold harmless and defend Licensor its partners and affiliates, and their respective officers, directors, shareholders, employees, agents, successors and assigns (collectively the "Licensor Parties") from and against any and all third party claims arising from (i) bodily injury, death or property damage resulting from Licensee's or its employees, agents, consultants or contractors' (1) use of or access to the Property in connection with the Hydrogen Station, (2) use of the License Area or (3) actions in connection with the Work; (ii) Licensee's failure to comply with applicable Laws in connection with the License Area, Work or Hydrogen Station; (iii) any gross negligence or willful misconduct of Licensee or its employees, agents, consultants or contractors in connection with this Agreement; except to the extent attributable to the negligence or willful misconduct of Licensor, its employees, agents, consultants or contractors.

(c) Licensor shall indemnify, protect, hold harmless and defend Licensee its partners and affiliates, and their respective officers, directors, shareholders, employees, agents, successors and assigns (collectively the "Licensee Parties") from and against any and all third party claims to the extent arising from the negligence or willful misconduct of Licensor or its employees, contractors, consultants or agents, or an Event of Default as set forth in Section 18 herein, where said default has not been cured within the applicable cure period stated herein, except to the extent attributable to the negligence or willful misconduct of Licensee, its employees, agents, consultants or contractors.

10. Termination in Event of Casualty. In the event the License Area or any part thereof is damaged or destroyed by elements or any other cause, Licensor may elect to repair, rebuild, or restore the License Area or any part thereof, to substantially the same condition as it was immediately prior to such casualty. In such event, any payments required herein shall cease as of the date of such casualty until the License Area, in Licensor's reasonable opinion, is restored to a usable condition for Licensee's use of the Hydrogen Station. If Licensor chooses not to repair, restore or rebuild the License Area, Licensor shall send to Licensee a notice of cancellation of this Agreement within thirty (30) days after such casualty. In the event Licensor elects to repair, rebuild or restore the License Area, Licensee may, at Licensee's election, rebuild the Hydrogen Station at its own cost and expense. If Licensee chooses not to rebuild the Hydrogen Station, Licensee shall send to Licensor a notice of cancellation of this Agreement within thirty (30) days after such casualty. If this Agreement is canceled, any payments required under this Agreement shall terminate as of the date of such casualty.

11. Section not in use

12. Liens. Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under Licensee. Licensee shall also indemnify, hold harmless and defend Licensor against any such liens, including the reasonable fees of Licensor's attorney. Such liens shall be discharged by Licensee within thirty (30) days after notice of filing thereof by bonding, payment or otherwise, provided that Licensee may contest, in good faith and by appropriate proceedings any such liens. Before commencing any work of alteration, addition or improvement to the Hydrogen Station, Licensee shall give Licensor at least ten (10) business days' written notice of the proposed commencement of such work (to afford Licensor an opportunity to post appropriate notices of non-responsibility). In the event that there shall be recorded against the Property any claim or lien arising out of any such work performed, materials furnished or obligations incurred by Licensee and such claim or lien shall not be removed or discharged within thirty (30) days after notice of filing, Licensor shall have the right but not the obligation to pay and discharge said lien without regard to whether such lien shall be lawful or correct or to require that Licensee deposit with Licensor in cash, lawful money of the United States, one hundred twenty percent (120%) of the amount of such claim, which sum may be retained by Licensor until such claim shall have been removed of record or until judgment shall have been rendered on such claim and such judgment shall have become final, at which time Licensor shall have the right to apply such deposit in discharge of the judgment on said claim and any costs, including attorneys' fees incurred by Licensor, and shall remit the balance thereof to Licensee.

13. Events of Default. The following occurrences shall constitute an "Event of Default" under this Agreement: breach of either party of any material provision of this Agreement where said breach is not cured within five (5) business days for monetary breaches (and thirty (30) days for non-monetary breaches) of receipt of notice from the non-breaching party specifying the nature of the breach; or

14. Termination Remedies. Upon occurrence of an Event of Default the non-defaulting party shall give written notice to the defaulting party, setting forth the nature of the Event of Default. The defaulting party shall have the cure period set forth with respect to the applicable Event of Default described in Section 13 to cure such Event of Default after receipt of written notice from the non-defaulting party specifying the nature of the default. If the defaulting party shall have failed to cure the default within the applicable cure period, the non-defaulting party may elect to terminate this Agreement, whereupon Licensee shall forthwith remove its Hydrogen Station and related signage from the License Area in a neat and orderly manner, and restore the License Area to the condition existing prior to the installation of the Hydrogen Station and related signage. As of the date of completion of such removal and restoration neither party shall have any claim against the other, except for claims that may have arisen prior to such termination and this Agreement shall be deemed terminated and of no force and effect. In no event shall either party be liable for any special, incidental, consequential or punitive damages of the other party.

15. Assignment.

(a) Upon prompt written notification to Licensee, Licensor reserves the right to assign, transfer, mortgage or otherwise encumber the Property and may assign, transfer, mortgage or otherwise encumber its interest in this Agreement in connection therewith. In the event, Licensor's transferee assumes all of Licensor's obligations under this License, Licensee agrees to look solely to such transferee for the performance of Licensor's assumed obligations.

(b) Other than an assignment, transfer or sublet to a parent, subsidiary, affiliate, successor or purchaser of all or substantially all of Licensee's assets, which shall not require Licensor's consent, this Agreement or any rights hereunder may not otherwise be assigned, transferred or otherwise encumbered by Licensee without prior written consent of Licensor, which consent may not be unreasonably withheld, conditioned or delayed. Licensee must notify Licensor in writing of any such assignment set forth herein that does not require Licensor's consent within ten (10) days of after such assignment.

16. Notice. All notices, consents, requests, demands or other communications to or upon the respective parties shall be in writing and shall be effective for all purposes upon receipt on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, in the case of (i) personal delivery, (ii) delivery by reputable messenger, express or air courier, overnight courier or similar courier, and (iii) delivery by United States first class certified or registered mail, postage prepaid, and addressed as follows:

To Licensor: Sports Arena Fuels, INC.
Srihari Mupparaju
Courtesy e-mail: sriharim@yahoo.com
Telephone: (619) 270-9456

To Licensee: Eddy Nupoort
Courtesy e-mail: enu@h2logic.com
Telephone: (916) 841-7262

With copy to:
H2 Logic A/S
Courtesy e-mail: info@h2logic.com
Telephone: +45 96275600

Either party may change its address by written notice to the other in the manner set forth above. Receipt of communications by United States first class or registered mail shall be sufficiently evidenced by return receipt. In the case of illegible or otherwise unreadable transmissions, the receiving party shall promptly notify the transmitting party of any transmission problem and the transmitting party shall promptly resend any affected pages.

17. Governing Laws. This Agreement shall be governed by and construed under the laws of the State of California, without regard to choice of law.

18. Surrender of License Area. Upon the expiration or earlier termination of this Agreement Licensee shall quit and surrender possession of the License Area to Licensor in substantially the same order and condition as the same are now and hereafter may be improved by Licensor or Licensee, ordinary wear and tear and damage by casualty excepted, and shall, without expense to Licensor, remove or cause to be removed from the License Area the Hydrogen Station, all debris and rubbish, all equipment and other articles of personal property owned by Licensee or installed or placed by Licensee at its own expense in the License Area, and Licensee shall repair all damage to the License Area, including, without limitation, all damage to the existing landscaping in or surrounding the License Area, resulting from the removal of such items to substantially the same condition existing prior to installation of such items, ordinary wear and tear and damage by casualty excepted.

19. Personal Property Taxes and Assessments. Licensee shall pay, prior to delinquency, all personal property taxes assessed against or levied upon the Hydrogen Station and all other personal property of Licensee located in the License Area. Licensee shall pay directly to the party or entity entitled thereto all such taxes as and when the same become due and before delinquency.

20. Miscellaneous.

(a) No subsequent agreement between Licensee and Licensor shall be effective or binding unless it is made in writing and signed by both of the parties hereto.

(b) In any action to enforce the terms of this Agreement, including any suit by Licensor for the recovery of rent or possession of the License Area, the losing party shall pay the successful party a reasonable sum for attorneys' fees in such suit and such attorneys' fees shall be deemed to have accrued prior to the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

(c) Licensee shall, at any time and from time to time, within thirty (30) days of a written request from Licensor, execute and deliver to Licensor a factually correct estoppel certificate certifying information reasonably requested by Licensor concerning the factual status of this Agreement, including, but not limited to the following: (i) that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as modified, is in full force and effect); and (ii) acknowledging that there are not, to Licensee's knowledge, any uncured defaults on the part of Licensor hereunder, and no events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of Licensor hereunder, or specifying such defaults, events or conditions, if any are claimed.

(d) This Agreement sets forth the entire understanding of the parties and supersedes any and all prior and collateral representations, promises and conditions related to the subject matter described herein. Any representation, promise, or condition not incorporated herein shall not be binding upon either party.

(e) Nothing contained in this Agreement shall be deemed to create a

partnership or joint venture between the parties, who shall at all times be independent contractors. Except as expressly provided for herein, neither party shall be, or hold itself out to be, the agent of the other party and neither party shall have the authority to bind or commit the other party. Neither party shall be empowered to accept legal process on behalf of the other party.

(f) Section headings as contained herein are provided for convenience and reference only. They in no way restrict or limit the contents or terms of this Agreement.

(g) In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and shall remain in effect and be binding upon the parties.

(h) The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

(i) In the event the time for performance of any obligation under this License shall fall on a Saturday, Sunday or court holiday, such time for performance shall be extended to the next business day.

(k) This License may be executed in counterparts, each of which shall be deemed an original as against the party whose signature is affixed thereto, and together which shall constitute but one and the same agreement. This License may be executed and delivered by the exchange of facsimile, pdf or other electronic image file copies of the executed counterpart signature pages, which shall be considered the equivalent of ink signature pages for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the date set forth above.

LICENSOR:

Sports Arena Fuels, INC.

By: M. Padmaja

Name: Padmaja Mupparaju

Title: Officer of the corporation

LICENSEE:

Everfuel US, Inc., a California corporation

By: James Krogerman

Name: James Krogerman

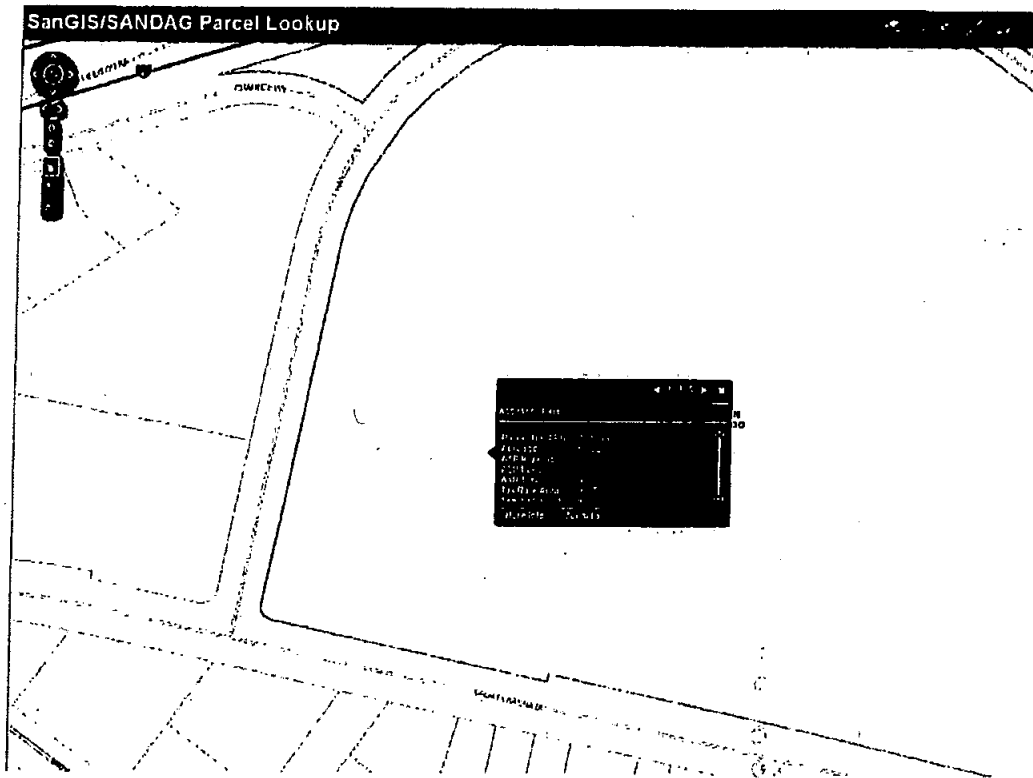
Title: President

7K MBP

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Address: 3580 Sports Arena Blvd, San Diego, CA 92110

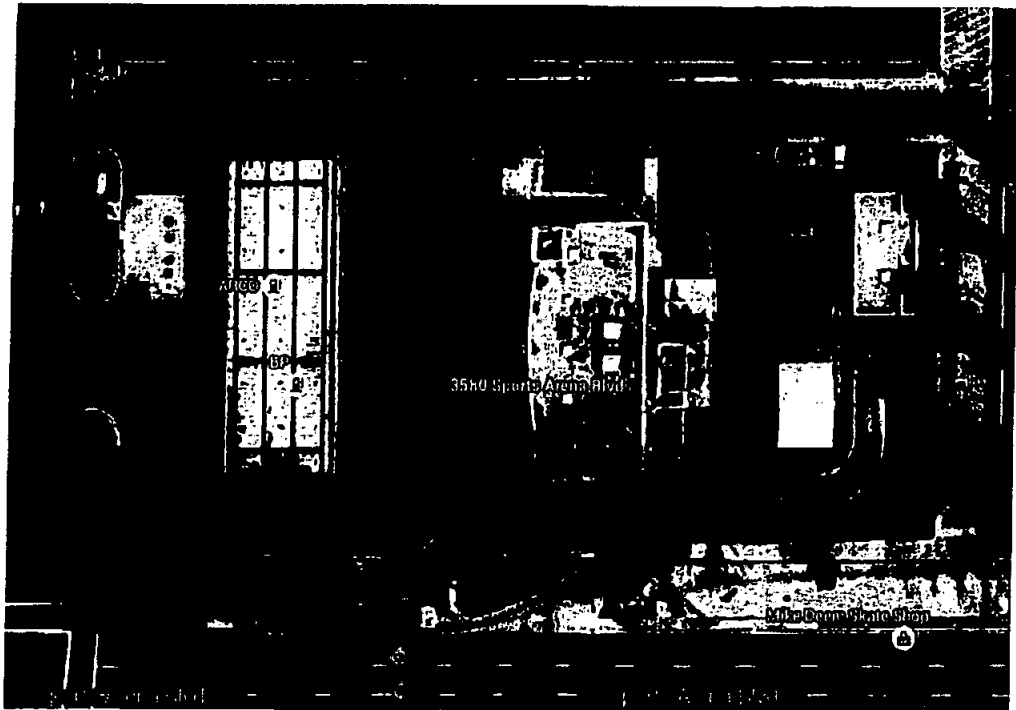


Handwritten signature or initials.

EXHIBIT B

DESCRIPTION OF THE LICENSE AREA

Below is shown the indicative and expected License Area. Exact location of station and dispenser and thus the License Area will be defined as part of the permitting process with city authorities.

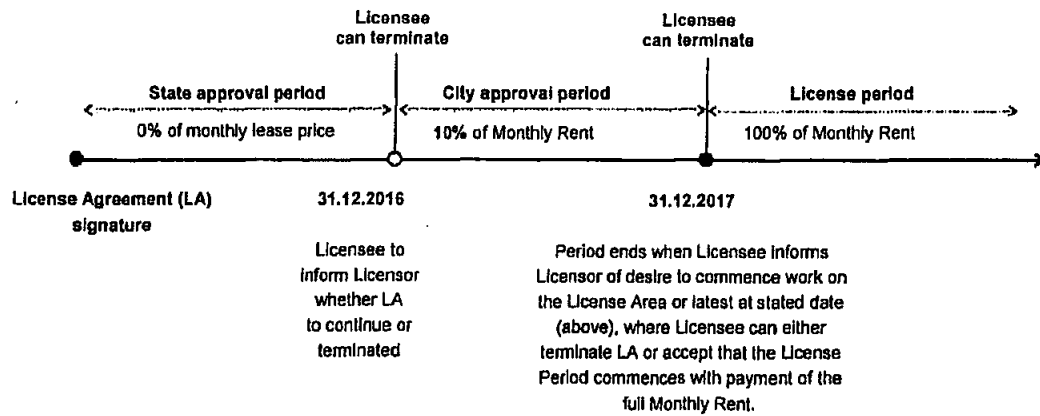


TK *[Signature]*

EXHIBIT C

CONTINGENCY DEADLINE DATES

License Agreement (LA) – Contingencies



7K *[Signature]*

FIRST AMENDMENT TO LICENSE AGREEMENT

This FIRST AMENDMENT TO LICENSE AGREEMENT (this "**Amendment**") is made as of November 2, 2016 (the "**Effective Date**") by and between SPORTS ARENA FUELS, INC., a California corporation doing business as "AM/PM Convenience Store" ("**Licensor**") and EVERFUEL US, INC., a California corporation ("**Licensee**"), in the following factual context:

RECITALS

A. THE CITY OF SAN DIEGO, a California municipal corporation (the "**City**"), as lessor, and AEG SD MANAGEMENT, LLC, a California limited liability company, as successor in interest to ARENA GROUP 2000, LP, a California limited partnership ("**Arena Group**"), as lessee, are parties to that certain City Of San Diego Ground Lease Agreement (the "**Master Lease**") filed in the Office of the San Diego City Clerk as Document No. RR-296248 on April 2, 2002, and relating to those certain retail pads (the "**Master Lease Premises**") at the San Diego Sports Arena, located at 3500 Sports Arena Boulevard, San Diego, California.

B. Arena Group, as sublessor, and ARENA FUELS, LLC, a California limited liability company ("**Arena Fuels**"), as sublessee, are parties to that certain Ground Sublease dated June 24, 2002, relating to a portion of the Master Lease Premises (the "**Sublease Premises**").

C. Arena Fuels and Licensor are parties to that certain Ground Sub-Sublease dated January 7, 2010 (the "**Ground Sub-Sublease**"), for the entire Sublease Premises.

D. Licensor and Licensee are parties to that certain License Agreement, dated as of July 29, 2016 (the "**License**"), whereby Licensor granted to Licensee a license to install and operate a hydrogen station and related cabling and electrical equipment on a portion of the Sublease Premises, further defined as the "**License Area**" and depicted on Exhibit B attached to the License. Capitalized terms used in this Amendment and not otherwise defined or provided for herein shall have the meanings ascribed to them in the License.

E. Licensor and Licensee now desire to amend the License to revise the License Area, recognize and acknowledge those certain rights and obligations of Licensor and Licensee, and otherwise amend the License on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **License Area.** Based on Licensee's preliminary Plans, Licensor and Licensee hereby agree to modify and update the License Area and the location of the Hydrogen Station. Exhibit B of the License is hereby deleted in its entirety and replaced with the License Area and location of the Hydrogen Station set forth and depicted on Exhibit A attached hereto.

2. Rights and Obligations.

a) The parties hereby agree and acknowledge that pursuant to the terms and conditions set forth in the License, Licensors has granted to Licensee a license to use the License Area, including certain rights and benefits related to the License Area under the Ground Sub-Sublease.

Licensee hereby covenants and agrees, for the benefit of the City, as master landlord under the Master Lease, and Licensors, that Licensee shall assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations under the Master Lease to the extent (i) applicable- to the Ground Sub-Sublease, (ii) applicable only to the License Area.

3. Miscellaneous.

a) The License, as amended, is hereby ratified and confirmed and shall remain unmodified and in full force and effect, except as expressly amended by this Amendment. In the event of conflict between the terms and conditions of the License and this Amendment, the terms and conditions of this Amendment shall control.

b) The License, together with this Amendment, embodies the entire understanding between Licensors and Licensee with respect to its subject matter and can be changed only by an instrument in writing signed by Licensors and Licensee.

c) Each party represents and warrants to the other that it has all requisite power and authority to execute and deliver this Amendment.

d) This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

LICENSOR:

Sports Arena Fuels, INC.

By: 
Name: Padmaja Mupparaju
Title: Officer of the corporation

LICENSEE:

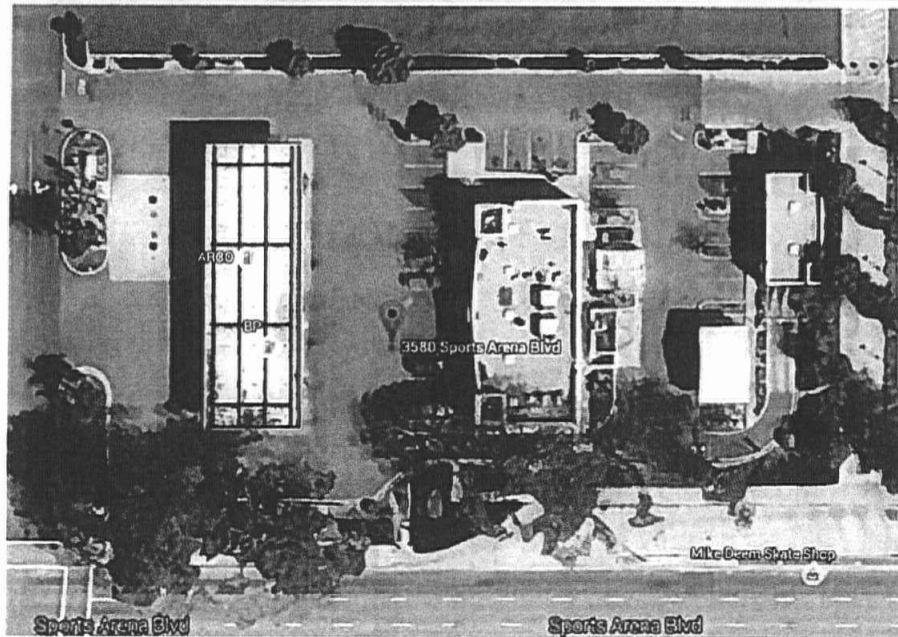
Everfuel US, Inc., a California corporation

By: 
Name: Jacob Krogsgaard
Title: President

EXHIBIT A
LICENSE AREA
[ATTACHED]

The License Area is set forth below.

Site SD 3E Sports Arena



CONFIDENTIAL

Page 1

© 2003-2018 H2 Logic A/S | www.h2logic.com

[illegible]