

**SAN DIEGO UNIFIED PORT DISTRICT
AGREEMENT FOR CHARGING STATION SERVICES**

This Agreement is made and entered into as of October 6, 2020, by and between the San Diego Unified Port District, a public corporation organized and operating under the laws of the State of California ("District"), and KIGT, Inc., a California corporation with its principal place of business at 3155-A East Sedona Court, Ontario, CA 91764 (hereinafter referred to as "Vendor"). District and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

1. Services.

a. Vendor shall supply, install, own and operate eight (8) electric vehicle charging stations ("Charging Station(s)") and associated equipment necessary for operation (collectively, "Equipment") at San Diego Convention Center parking lot ("Property") located at 111 W Harbor Dr, San Diego, CA 92101 as set detailed in Exhibit "A."

b. Vendor shall, at its sole cost and expense, be responsible for all installation activities (the "Installation Activities") as well as all other activities as set forth in this Agreement required to support the operation of the Charging Stations and Equipment and services therewith, including furnishing all materials, equipment, and labor required for the installation, maintenance, operation, any necessary replacement, and removal of the Charging Stations and Equipment. This includes but is not limited to all work related to the development of plans and documents for supplying power to the Charging Stations and Equipment per all applicable laws and regulations, including applicable San Diego Gas & Electric Company ("SDG&E") standards and the requirements of governmental agencies with jurisdiction; the hiring and coordination of all suppliers and contractors; the installation of electrical equipment, utility lines, hardware, and software; and site preparation, trenching, repaving, and landscaping. Following the installation, Vendor shall activate and test the Charging Stations and Equipment. Before beginning any Installation Activities, Vendor shall provide a copy of the construction schedule, Charging Stations and Equipment specifications, and installation plans to District for its approval. No work will begin until plans have been approved by District and all applicable permits and certifications have been obtained. With respect to its Installation Activities, Vendor shall ensure that it or its designated contractor(s) and/or service providers perform Installation Activities only during times and days acceptable to District and in a manner so as not to unreasonably interfere with District's business operations and public access to District tidelands.

2. Term of Agreement.

The base term of this Agreement will be for five (5) years commencing upon October 6, 2021, and ending on December 5, 2025, subject to early termination as provided below. The District reserves the right, at its sole discretion, to exercise up to two (2) additional one-year option(s) to extend the Agreement. Vendor shall perform its services in a prompt and timely manner.

3. Costs and Revenue Sharing.

a. Vendor shall pay to the District a commission based on gross monthly revenues sales based on the revenue sharing provisions of Exhibit "B". Vendor shall calculate and remit commissions earned on or before the fifteenth (15th) day for the prior month. Vendor shall also submit to District a monthly revenue and commission report indicating gross dollar sales and commissions for each Charging Station at each location.

b. Vendor shall have the sole responsibility for paying all costs for installing, operating, servicing, replacing as necessary, and removing its Charging Stations and Equipment. Any sales taxes and other taxes to be paid are the sole responsibility of the Vendor.

c. Vendor shall be responsible for all electricity costs of the Charging Stations and Equipment and obtaining separately metered electricity service. The District shall reasonably cooperate with Vendor's efforts regarding the provision of electricity to the Charging Stations and Equipment covered under this Agreement. The District has no responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Charging Stations and Equipment nor for any temporary interruption of power thereto on account of breakdown, power failure, or like causes.

4. Care and Maintenance of Charging Stations.

a. At its sole cost and expense, Vendor shall maintain the cleanliness and proper working order of the Charging Stations and Equipment at all times. Vendor shall ensure the proper care and maintenance of the area immediately surrounding the Charging Stations and Equipment. Charging Stations and Equipment shall be installed so as not to be obtrusive and in accordance with the plans and specifications approved by the District. Charging Stations and Equipment shall not obstruct the flow of foot traffic or interfere with emergency exits or access areas. All Charging Stations and Equipment shall be securely installed in such a way as to prevent them from being rocked, bounced or tipped.

b. The District will reasonably report malfunctioning equipment to Vendor. Vendor shall address service calls within two (2) business days, and repair or replacement of non-functioning charging stations shall be addressed within seven (7) business days of notification.

c. Maintenance and repair on all charging stations shall be conducted between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (excluding District holidays).

d. The District must approve the location and placement of all Charging Stations and Equipment. District locations where Charging Stations and Equipment are to be located are listed in Exhibit "C," attached hereto.

5. Charging Station Operation.

a. Guidelines for Charging Stations and Equipment are more particularly set forth in Exhibit "A," attached hereto. Vendor shall regularly provide inspection services to ensure all Charging Stations and Equipment is properly checked, tested, and activated for safe and proper operation. Vendor shall create a network communications system capable of monitoring the Charging Stations and Equipment for errors or malfunction at all times.

b. Each Charging Station shall have the ability to stop flow of power when not in use. The System shall have over-current protection to prevent vehicles from drawing too much power.

6. Ownership of Charging Stations.

Charging stations are the property of the Vendor, and Vendor shall be responsible for the maintenance, service, repair, and movement of the Charging Stations and Equipment. Vendor assumes all responsibility for damages caused by neglect, vandalism, or any other cause.

7. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to revenues received and costs incurred shall be maintained by Vendor and made available for inspection by District at all reasonable times in the City of San Diego during the contract period and for four (4) years from the date of termination of the Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

Vendor understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in progress and to audit financial records, whether or not final, which Vendor or anyone else associated with the work has prepared or which relate to the work which Vendor is performing pursuant to this Agreement regardless of whether such records have previously been provided to District. Vendor shall provide District at Vendor's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Vendor's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Vendor shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Vendor's failure to provide the records within the time requested shall preclude Vendor from receiving any compensation due under this Agreement until such documents are provided.

8. Delays in Performance.

a. Neither District nor Vendor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire;

epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

9. Compliance with Law.

a. Vendor and its sub-contractors shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including the California Fair Employment and Housing Act, the American with Disabilities Act, Cal/OSHA requirements, and all laws and regulations prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Vendor shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code.

b. Vendor is solely responsible for obtaining and maintaining all permits required by federal, state and local regulatory agencies. The District will provide reasonable cooperation with Vendor in obtaining these permits.

c. Vendor is solely responsible for compliance with Article 10 of District Code entitled "Stormwater Management and Discharge Control," and all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of services or operations performed under this Agreement.

10. Standard of Care.

Vendor's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

11. Assignment and Subcontractor.

Vendor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Vendor from employing independent associates, and subcontractors as Vendor may deem appropriate to assist in the performance of services hereunder.

12. Independent Contractor.

Vendor is an independent contractor and is not an employee of District. No employee or agent of Vendor shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided. The District assumes no liability for the Vendor's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Vendor. Vendor shall not have authority to act as an agent on behalf of the District without expressed permission. Vendor disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

13. Insurance.

Vendor shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required ("Insurance Requirements"), attached hereto and incorporated herein by this reference. In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

(1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.

(a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.

(b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit A, Certificate of Insurance, attached hereto and incorporated herein).

(c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the Vendor's insurance and shall not contribute to it.

(d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").

(2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation, statutory limits, is required of the Vendor and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.

(4) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.

(a) At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.

(b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, "tail" coverage in the same minimum amount as set forth in this paragraph.

(c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.

(5) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.

b. Vendor shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit A and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Vendor shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.

d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Vendor or Vendor's sub-contractors or any tier of Vendor's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.

14. Indemnification.

To the fullest extent permitted by law, Vendor shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of this Agreement, including without

limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

The Vendor further agrees that the duty to indemnify, and the duty to defend the District as set forth in herein requires that Vendor pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the performance of Vendor provided for in this Agreement.

The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the performance of Vendor provided for in this Agreement, Vendor agrees to pay all reasonable attorneys' fees and all costs incurred by District.

15. Dispute Resolution.

a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other Vendor as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other arbitrator as the parties may mutually select, provided, however, that the arbitration award shall be non-binding and advisory only. Any resultant agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Vendor's subcontractors and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said

Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

16. California Labor Code Requirements.

a. Vendor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. Vendor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Vendor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Vendor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractors, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Vendor’s sole responsibility to determine applicability of all laws and regulations and to comply with all applicable requirements, including registration and labor compliance requirements.

17. Verification of Employment Eligibility.

By executing this Agreement, Vendor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

18. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.

19. Termination or Abandonment.

a. District has the right to terminate or abandon any portion or all of this Agreement by giving ten (10) calendar days written notice to Vendor.

b. Vendor may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Vendor.

c. All Charging Stations and Equipment and any other equipment of any kind placed on the Property by Vendor shall be removed by Vendor at Vendor's sole cost and expense within thirty (30) days after the expiration of the term of this Agreement or sooner termination thereof and Vendor agrees to repair any and all damage occasioned by the removal thereof. If any such Charging Stations and Equipment and any other equipment is not removed within thirty (30) days after the termination or expiration of this Agreement, the same may be considered abandoned and shall thereupon become the property of District without cost to the District and without payment to Vendor, except that District shall have the right to have the same removed at the sole expense of Vendor.

20. Organization.

Vendor shall assign Paul Francis as the District's Account Manager. The District shall be promptly notified of any changes in the Account Manager.

21. Notice.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

District:

Zach Birmingham, Senior Environmental Specialist
Energy
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel. (619) 686-6404

Email: zbirming@portofsandiego.org

Vendor:

Paul Francis
KIGT, Inc.
3155-A East Sedona Court

Ontario, CA 91764
(909) 245-1503
Email: paul@kigt.co

and shall be effective upon receipt thereof.

22. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Vendor.

23. Equal Opportunity Employment.

Vendor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement.

This Agreement, with its exhibits, represents the entire understanding of District and Vendor as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

25. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Vendor shall not assign or transfer by operation of law or otherwise

any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence.

Time is of the essence for each and every provision of this Agreement.

29. District's Right to Employ Other Vendors.

District reserves its right to employ other vendors in connection with this Project or other projects.

30. Prohibited Interests.

Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]


**SIGNATURE PAGE FOR AGREEMENT FOR CHARGING STATION SERVICES
BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT
AND KIGT INC**

SAN DIEGO UNIFIED PORT DISTRICT

and **KIGT INC**

Approved by

Jason Giffen, Vice President
Planning, Environmental &
Government Relations
Date: _____

Signature 
Name Paul Francis Porter Jr
Title CEO
Date 9/30/20

Approved as to Form and Legality
GENERAL COUNSEL

By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

EXHIBIT A

Scope of Services**A. Background**

KIGT INC. (Vendor), an electric vehicle service Provider, will supply, install, own and operate 8 electric vehicle Charging Stations and Equipment (Charging Stations and Equipment) necessary for operation (equipment) at San Diego Convention Center parking lot (Property) located at 111 W Harbor Dr, San Diego, CA 92101 in accordance with the Terms and Conditions described in this agreement.

Installation. Vendor shall supply and install the Equipment at the location(s) within the Property specifically designated for EV charging by Dec. 5 2020 District and set forth and/or depicted by diagrams on exhibit C (collectively, hereinafter the “**Designated Areas**”).

Data Sharing. Vendor shall share data to the extent practicable and available. Data should be shared through electronic or hard copy form upon request, including but not limited to: station usage, electricity usage, environmental data pertaining to environmental credits, Low Carbon Fuel Standard credits, renewable energy credits revenue, and time of use.

Grants and Rebates. Vendor holds all right, title, and interest in and to any grants and/or rebates received, or may be received in the future, in connection with the installation, and/or operation of the Equipment and/or the Network under this Agreement.

Markings. Vendor shall ensure the equipment is clearly marked with the following information for users: contact information for complaints, notification and service issues and a statement of Service Provider’s responsibility to service issues damages or loss.

Signage. Vendor will manage the installation of signage, for marking the spot in the Designated Area(s) as EV charging station area, and as delineated in the attached design drawings (Exhibit C).

Technical Support. Vendor will make available technical service support personnel to promptly service the Equipment as described in the terms and conditions of this agreement.

Session Limits. Vendor shall be solely responsible for managing issues relating to session time limits, advertising fees or other charges relating to use of the Equipment by any party.

EXHIBIT B

Revenue Sharing

- a. **Collection of Revenue.** Vendor will record the Equipment usage and collect all revenue generated by the Equipment.
- b. **Revenue Payment.** Vendor shall remit to District fifty percent (50%) of the Net Revenues generated by the Equipment ("Revenue Payment").
- c. **"Net Revenues"** are defined as the gross revenues generated from the Equipment through EV charging fees and advertising ("Gross Revenues"), minus: (i) any and all taxes paid by Vendor, (ii) transaction fees, (iii) network/connectivity fees related to the operation of the Equipment, and (iv) Electricity payments or reimbursements by Vendor for the period (i), (ii), (iii), and (iv) being referred to hereinafter as the "Service Fees" or "Fees".
- d. **Revenue Payment** Vendor shall issue the Revenue Payment to District on or before the fifteenth (15th) day of each month subsequent to the applicable monthly revenue period. An activity report for the reported month detailing: the number of transactions, the Gross Revenues, and the Service Fees, will accompany each Revenue Payment. If Net Revenues are negative, the payment will be \$0 for the revenue period. The District will not be responsible for any loss to Vendor.
- e. **ACH Payments.** District will obtain its monthly Revenue Payments through direct electronic transmissions (ACH Payments), by providing its banking information to Vendor and executing the ACH form attached hereof.
- f. **Quarterly Review.** Vendor shall make data available via an online portal for District staff to review charging usage, cost, and associated emissions reductions, and meet quarterly to review usage and revenue data.

DISTRICT AUTHORIZATION/ACKNOWLEDGMENT

I hereby authorize KIGT Inc. Corporation (KIGT) to electronically credit my account as follows:

I agree that the ACH transactions I hereby authorize comply with all applicable law.

Bank Name: _____

Name on the Account: _____

Routing Number: _____

Account Number: _____

I understand that this authorization will remain in full force and effect until I notify the Company in writing that I wish to revoke this authorization. I understand that the Company requires at least two weeks prior notice in order to cancel this authorization. I understand that debits made for the sole purpose of correcting erroneous credits do not require my authorization.

Signature: _____

Name: _____

KIGT PROJECT DESCRIPTION



View looking northeast from inside the garage.

KIGT is proposing to install eight (8) Level 2, 220V, 30Amp EV Charging Stations.

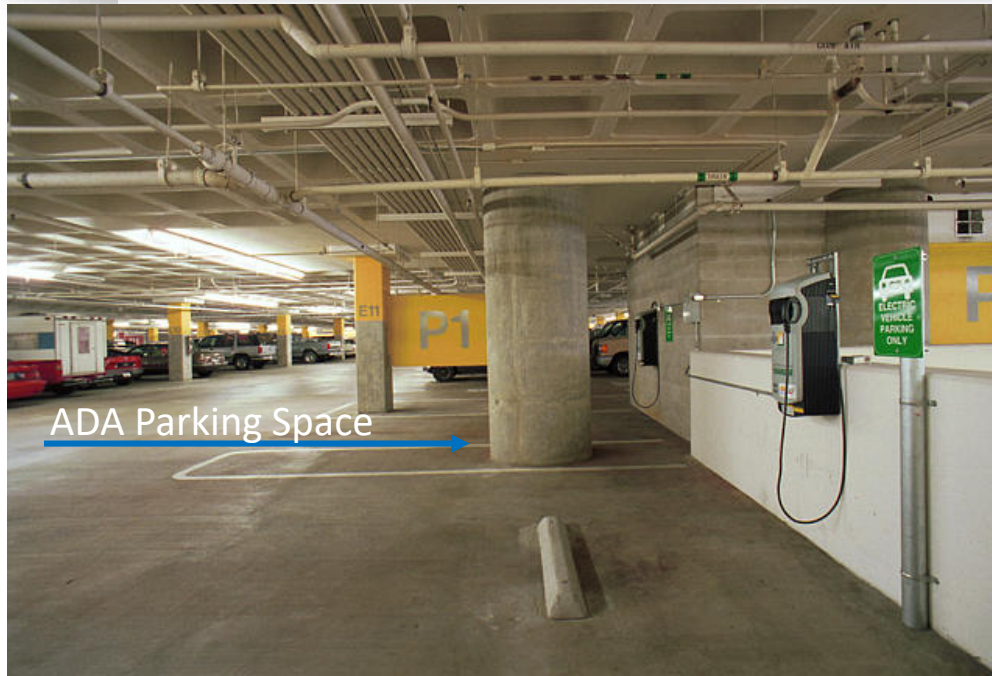
Each EV Charging Station will have network capability and will be connected via Wi-Fi and either net.

The Fifth Avenue (southeast) entrance is to the right of the camera; the foreground charger will be mounted above a ramp that leads down from the entrance to the lower level.

You can see the back of it as you enter the garage from the Fifth Avenue entrance.

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KIGT PROJECT DESCRIPTION



Charger description: Eight wall chargers near the southeast end of level P1 in the convention center's underground parking garage.

Four chargers are between the pillars marked E11 and E12 in the yellow-coded section of the garage. One of the chargers is mounted directly above the ramp leading to the lower levels. The back of it is visible from the southeast entrance gate.

The chargers will be on your left near the end of row E. The chargers are obscured by a large yellow "P1" sign as you approach them, so just look for the E11-E13 signs.

We will designate one space to meet ADA requirements.²

KIGT PROJECT DESCRIPTION



Install description: On the wall of the adjacent parking spaces next to Electrical Room #35 Between Pillar D11 we will install four more EV Charging Stations. We will connect to the power coming from Electrical Room #35.

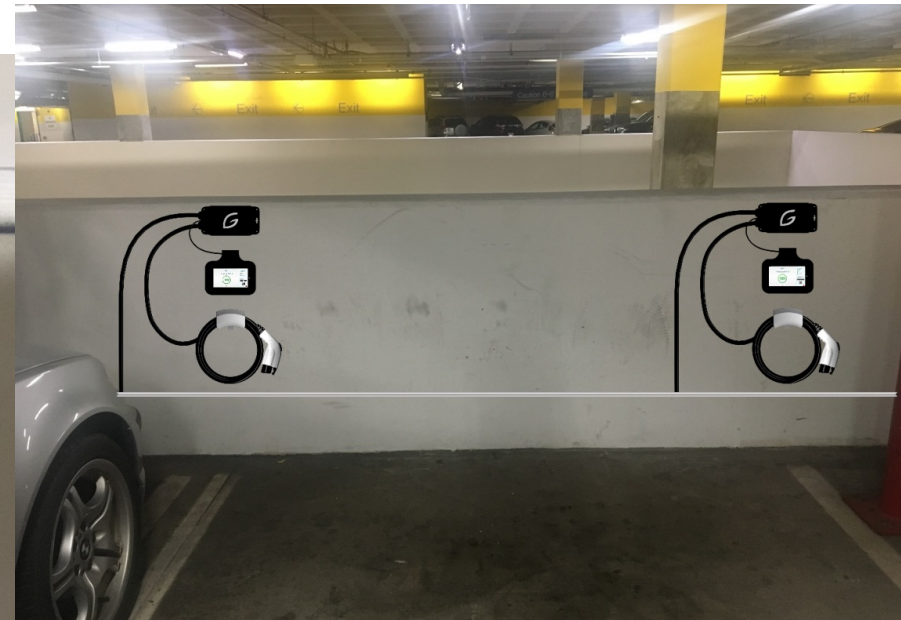


EXHIBIT D

CERTIFICATE OF INSURANCE

San Diego Unified Port District

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate.**
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to:

San Diego Unified Port District

c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email: portofsandiego@ebix.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)			SDUPD Agreement Number: _____ This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.	
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date: Expiration Date:	Each Occurrence: \$ _____
	Workers Compensation – Statutory Employer's Liability		Commencement Date: Expiration Date:	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date: Expiration Date:	Each Claim \$ _____ \$ _____
	Excess/Umbrella Liability		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE			A. M. BEST RATING
A				
B				
C				
D				

A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District.	
Name and Address of Authorized Agent(s) or Broker(s)	E-mail Address:
	Phone: Fax Number:
	Signature of Authorized Agent(s) or Broker(s)
Date:	

SAN DIEGO UNIFIED PORT DISTRICT

REQUIRED INSURANCE ENDORSEMENT

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

**San Diego Unified Port District
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email to: portofsandiego@ebix.com
Fax: 1-866-866-6516**