

# EXHIBIT A

## **FIRST AMENDMENT TO LICENSE AGREEMENT**

This FIRST AMENDMENT TO LICENSE AGREEMENT (this “Amendment”), is entered into as of \_\_\_\_\_, 2019 (the “Amendment Effective Date”), by and between EVGO SERVICES LLC, a Delaware limited liability company (“Licensee”), and the City of South San Francisco, a municipal corporation (“City”).

### **RECITALS**

WHEREAS, City and Licensee previously entered into that certain *License Agreement* dated as of September 26, 2018 (the “Agreement”); and

WHEREAS, City and Licensee wish to change the terms of the Agreement pursuant to the terms set forth herein.

NOW THEREFORE, City and Licensee hereby agree as follows:

### **AGREEMENT**

1. **Definitions.** Capitalized terms not defined herein shall have the meanings given to them in the Agreement.
2. **Utility Service.** Section 5.3 of the Agreement is hereby deleted and replaced with the following:

“Upon commencement of construction of the Charging Station, Licensee shall upgrade electrical transformers for providing future utility services. Licensee shall obtain a City encroachment permit and other applicable approvals for such upgrade and related work. Upon the Charging Station becoming fully operational, Licensee shall reimburse City as follows:

a. Licensee shall measure in kWh the electricity used by the Charging Station by either (i) reading data provided by the Charging Station or (ii) reading commercial grade sub-metering equipment (or in the event such equipment is not reasonably acceptable to City, Licensee will provide utility grade metering equipment) provided, installed, owned, operated and maintained by Licensee, at no cost to Host (collectively, the “Meters”). Upon City’s written request, Licensee shall furnish a copy of all technical specifications for the Meters. All such metering equipment shall be of the type that provides and preserves a continuous flow of the relevant data twenty-four (24) hours per day. Licensee shall provide City reasonable notice of the scheduled maintenance time and City shall have the right to be present when Licensee is performing maintenance on the Meters.

b. Licensee and City shall use commercially reasonable efforts to share data regarding the electricity usage of the Charging Station. If any test of either of the metering methods mentioned herein reveals that equipment has failed to accurately record the electricity usage of the Charging Station, Licensee shall promptly restore such Meter(s) to a condition of accuracy or replace it in at least thirty (30) days. If Licensee’s metering method is interrupted at any time for any reason, or is found to be inaccurate and in need of repair or replacement, the measurement of electricity usage of the Charging Station for such period of interruption, or for the period from the last test of the affected Meter(s) which shows them to have been operating within the acceptable limits through the date upon which such Meter(s) is corrected, will be determined by Licensee, acting reasonably, based upon reasonable data.

c. City shall be responsible for timely payment of all electricity costs to the local utility provider. Licensee shall pay to City, beginning on the date the Charging Station first becomes commercially operational and continuing thereafter throughout the term of this agreement, a monthly fee to compensate Host for the electricity usage at the Charging Station (the “Reimbursement Amount”) equal to the product of (A) the Electricity Rate (defined below), and (B) the number of actual kWh used by the Charging Stations as measured by the Meter(s). On or before the forty-fifth (45th) day following the end of each calendar month, Licensee shall deliver to City the Reimbursement Amount by check or wire transfer or other electronic method mutually agreed upon by City and Licensee. The Reimbursement Amount shall be adjusted annually in accordance with the re-evaluation of the Electricity Rate set forth in subsection (d) below.

d. For purposes hereof, the “Electricity Rate” shall be \$0.18/kWh. The Electricity Rate shall be re-evaluated annually. Promptly following each anniversary of the Commencement Date, City shall provide to Licensee cost and usage data in an electronic format for the immediately preceding twelve (12) month period, whereupon Licensee shall calculate City’s average cost per kWh at the Property based on the foregoing information (the “Average Cost”). The Average Cost shall then be rounded to the nearest whole cent, and the resulting figure shall be the applicable Electricity Rate until the next such evaluation (the “Adjusted Electricity Rate”). For avoidance of doubt, Licensee shall not be required to pay the Adjusted Electricity Rate until City provides the cost and usage data required hereunder.

3. **No Other Amendments.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement remain unchanged and are in full force and effect, and the parties hereby ratify the same.
4. **Counterparts.** This Amendment may be executed in any number of identical counterparts, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument when each party has signed and delivered one such counterpart to the other party.
5. **Delivery by Email.** Delivery of an executed counterpart of this Amendment or of any other documents in connection with this Amendment by e-mail will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of this Amendment or other document by e-mail will also deliver an originally executed counterpart, but the failure of any party to deliver an originally executed counterpart of this Amendment or such other document will not affect the validity or effectiveness of this Amendment or such other document.
6. **Representation and Warranty on Authority of Parties/Signatories.** Each person signing this Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Amendment. Each party represents and warrants that the execution and delivery of this Amendment and the performance of such party’s obligations hereunder have been duly authorized and that the Amendment is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, this Amendment is executed as of the date first set forth above.

**City:**

a municipal corporation

**Licensee:**

EVGO SERVICES LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_