FIRST AMENDMENT TO CHARGING STATION SITE LICENSE AGREEMENT

This First Amendment to Charging Station Site License Agreement (the "First Amendment") is dated and effective as of _____ (the "First Amendment Effective Date") by and between **CITY OF RIVERSIDE**, a California municipal corporation ("Licensor"), whose address is 3900 Main Street, Riverside, California 92522, and **ELECTRIFY AMERICA, LLC**, a Delaware limited liability company ("Licensee") (each a "Party" and collectively the "Parties" to this First Amendment).

RECITALS

A. The Parties executed that certain Charging Station Site License Agreement on December 18, 2023 (the "Agreement") related to a portion of the real property commonly known as Riverside – University Avenue & Market Street, and located at 3750 University Avenue, Riverside, California 92501 (the "Property").

B. The Parties are executing this First Amendment to reflect a modified design of the Charging Station and adjust the License Fee, Commencement Date, Environmental Compliance, and Notice provisions of the Agreement, all in accordance with the terms of this First Amendment.

C. The Parties are executing this First Amendment to modify the License Fee to include a partial License Fee for any equipment that will be installed in green space on the Property as part of the overall installation of the Charging Station.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. License Premises. Section 1(b) of the Agreement is hereby deleted and replaced in its entirety with the following:

> (b) License Premises. Licensor hereby licenses to Licensee approximately one thousand five hundred twelve (1,512) square feet, which will result in eight (8) electric vehicle ("EV") charging parking spaces and approximately five hundred forty (540) square feet of landscaped or paved space for equipment (the "License Premises") on the Property and as depicted on Exhibit "B" attached hereto, together with all related equipment, in order to build an electric vehicle charging station ("Charging Station") to charge electric vehicles.

2. License Fee. Section 1(c) of the Agreement is hereby deleted and replaced in its entirety with the following:

> (c) Fee. Licensee hereby agrees to pay Licensor a license fee (the "Fee") equal to Seventy and 00/100 Dollars ($70.00) per EV charging parking space per month totaling Five Hundred Sixty and 00/100 Dollars ($560.00), starting on the Term Commencement Date (as defined below), and continuing until the Expiration Date

(as defined below) as consideration for the Agreement herein. The Fee shall be increased annually on the anniversary date of the First Amendment Effective Date by the rate of three percent (3%).

3. Term Commencement Date. Section 1(e) of the Agreement is hereby deleted and replaced in its entirety with the following:

(e) Term Commencement Date. The "Term Commencement Date" shall mean the date on which the Charging Station is first operations, or six months after the First Amendment Effective Date, whichever is earlier. Licensee shall deliver written notice to Licensor as soon as practicable following the operational date of the Charging Station to confirm the date for recordkeeping purposes.

4. Termination. Section 2(b) of the Agreement is hereby deleted and replaced in its entirety with the following:

(b) By Licensor for Cause. This Agreement may be terminated by Licensor if the Licensee breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for thirty (30) days after receipt of written notice, or if the Charging Stations are not operational within 12 months of the First Amendment Effective Date.

5. Exhibit B-Premises. The Parties have agreed to a revised design in a different area of the Property, which for purposes of the Agreement is the area identified on the site plan attached hereto as Exhibit "B-1". Exhibit "B" of the Agreement is hereby deleted and replaced in its entirety with Exhibit "B-1" attached hereto and incorporated herein.

6. Capitalized Terms. All capitalized terms used and not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Agreement.

7. No Defaults. The Parties acknowledge and agree that the Agreement is in full force and effect and that there are no uncured defaults by the other Party, and that the Parties have performed all of their obligations as set out in the Agreement.

8. Amendment Applicability. Except as expressly set forth herein, all terms and conditions set forth in the Agreement shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

9. Counterpart Signatures. This Amendment may be executed in multiple counterparts, all of which together shall constitute one and the same agreement. Counterparts of this Amendment for signature purposes may be sent by electronic means, including email transmission, portable document format (.pdf), and electronic signature technology which shall include, but not be limited to, DocuSign and Adobe Sign (collectively, "Electronic Signatures"). Thereafter, transmittal of fully executed copies of this Amendment by electronic transmission shall constitute effective execution and delivery of this Amendment to the parties and may be used in lieu of an original Amendment for all purposes and the Electronic Signatures of the parties transmitted electronically shall be deemed to be their original signatures for all purposes.

The Parties have caused this First Amendment to be executed by their duly authorized representatives as of the First Amendment Effective Date:

LICENSEE:

ELECTRIFY AMERICA, LLC,
a Delaware limited liability company

By: Anthony Lambkin (May 2, 2025 15:15 EDT)
Name: Anthony Lambkin
Title:

By: Brandy Mathie (May 2, 2025 15:24 EDT)
Name: Brandy Mathie
Title:

LICENSOR:

CITY OF RIVERSIDE,
a California municipal corporation

By: _____
Name: Mike Futrell
Title: City Manager

Attest:

By: _____
Name: Donesia Gause
Title: City Clerk

Approved As to Form:

By: _____
Name: Ruthann M. Salera
Title: Senior Deputy City Attorney

Internal

EXHIBIT "B-1"

LICENSE PREMISES

(see attached on the following pages)