

**SECOND AMENDMENT  
TO  
LICENSE AGREEMENT**

This **SECOND AMENDMENT TO LICENSE AGREEMENT** (the “**Second Amendment**”), dated as of May 17, 2022 (the “**Second Amendment Effective Date**”), is entered into by and between the City of Chula Vista (“**Licensor**”) and Blink Network, LLC as Assignee of Blink Acquisition LLC (“**Licensee**”) to amend the License Agreement entered into on December 26, 2012, as amended on February 10, 2014 (the “**Agreement**”).

**WHEREAS**, on or about February 10, 2014, the Parties executed a first amendment to the Agreement to effectuate an assignment and assumption of all rights and obligations under the Agreement from Electric Transportation Engineering Corporation d/b/a ECotality North America, an Arizona corporation, to Blink Acquisition LLC; and

**WHEREAS**, Blink Acquisition LLC has assigned all of its rights and obligations under the Agreement, in its entirety, to Licensee; and

**WHEREAS**, the Parties desire to update certain terms of the Agreement to require Licensee to provide certain additional services, such as the removal of one Direct Current Fast Charging (DCFC) station, and the upgrade of current EV Chargers on the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. **Amended and Restated Section 2: Term of License.** Section 2 of the Agreement shall be amended and restated in its entirety as follows:

“2. **Term of License.** This Agreement shall be in effect for an initial term of five (5) years commencing on the date last signed below (the “**Commencement Date**”) and may be renewed upon mutual election thereafter for successive one (1) year periods, up to five additional years. Notice to renew for each period must be given by written notice of request to renew ninety (90) but not more than one hundred fifty (150) days prior to the expiration of the then existing term.

Following the expiration of the above initial term, including all renewal terms, this Agreement shall be in effect for an additional term of five (5) years, commencing on May 17, 2022 and ending on May 16, 2027 (“**Second Amendment Term**”). The Second Amendment Term shall be renewed automatically for additional one (1) year periods, up to five additional years, unless either Party provides written notice of an intent to terminate the Agreement at least ninety (90) days prior to the end of the then-current term. Any automatic renewal terms shall be included in the “**Second Amendment Term**”.

2. **Amended and Restated Section 3: License Fee.** Section 3 of the Agreement shall be amended and restated in its entirety as follows:

“3. **Revenue Payment.** Licensee shall remit to Licensor twenty percent (20%) of the Net Revenues generated by the Equipment (“**Revenue Payment**”) on a quarterly basis. Licensee shall remit payment by no later than thirty (30) days after the date of Licensor’s invoice. Invoices not timely paid may be subject to a basic penalty of ten percent (10%) of the amount invoiced plus an additional penalty of one and one-half percent (1.5%) per month of the outstanding balance for non-payment of the charge and basic penalty.

“**Net Revenues**” are defined as the gross revenues generated from the EVSE through EV charging

fees and advertising (“**Gross Revenues**”), minus: (i) any and all taxes paid by Licensee, (ii) transaction fees of eight percent (8%) of Gross Revenues, (iii) \$18.00 per month, per charging station in network/connectivity fees related to the operation of the Equipment, and (iv) Electricity payments or reimbursements by Licensee for the period ((i), (ii), and (iii) being referred to hereinafter as the “Fees”).”

3. **Licensee Services.** As additional consideration for this Second Amendment, Licensee shall remove the DCFC located at 340 F Street, Chula Vista, CA 91910. Licensee shall restore the site at 340 F Street, Chula Vista, CA 91910 to its condition prior to the DCFC installation to the satisfaction of the City Engineer.

4. **EV Infrastructure Upgrades.** Licensee shall upgrade all existing level 2 EVSEs listed in Schedule I below, to Blink’s Level 2 IQ200 before October 31, 2022 at no cost to City.

5. **No Other Changes.** Other than the changes set forth above and the additional Licensee services, all other terms and conditions of the Agreement as amended shall remain in full force and effect. All capitalized terms used herein shall have the same meaning as set forth in the Agreement.

6. **Representations.** Each Party represents that it has full right, power, and authority to execute this Second Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this Second Amendment on the behalf of such party are duly authorized agents with authority to do so.

*[signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto by their duly authorized representatives have executed this Second Amendment to be effective as of the Second Amendment Effective Date.

**BLINK NETWORK, LLC/LICENSEE**

**LICENSOR**

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

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

Print Name:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_

GLEN R. GOOGINS  
CITY ATTORNEY

<b>Gen2 Equipment Name</b>	<b>Details</b>	<b>Serial Numbers</b>	<b>Existing Equipment (serial no.)</b>
<b>City of Chula Vista - Towne Center Parking Structure</b> IQ200 Advanced charger and rectangular pedestal with Cable Management (6).	Swap current 6 gen 1 chargers on rectangular pedestals to 6 gen 2 chargers on new rectangular pedestals with cable management		1. 216286 2. 206316 3. 208110 4. 208893 5. 212469 6. 212484
<b>City of Chula Vista - Civic Center North</b> IQ200 Advanced charger and rectangular pedestal with Cable Management (7)	Swap current 7 gen 1 chargers on rectangular pedestals to 7 new gen 2 chargers on new rectangular pedestals with cable management		1. 209779 2. 206354 3. 206565 4. 206870 5. 206506 6. 208925 7. 207874
<b>City of Chula Vista - Monteville Park &amp; Recreation Center</b> IQ200 Advanced charger and rectangular pedestal with cable Management (7)	Swap current 7 gen 1 chargers on rectangular pedestals to 7 new gen 2 chargers on new rectangular pedestals with cable management		1. 209710 2. 205608 3. 205609 4. 205589 5. 206770 6. 206792 7. 206764
<b>City of Chula Vista - Parkway Community Center &amp; Gym</b> IQ200 Advanced charger and rectangular pedestal with cable management (7)	Swap current 7 gen 1 chargers on rectangular pedestals to 7 new gen 2 chargers on new rectangular pedestals with cable management		1. 209778 2. 209076 3. 209062 4. 208222 5. 209077 6. 208194 7. 208375
<b>City of Chula Vista - Loma Verde Recreation Center</b> IQ200 Advanced charger and rectangular pedestal with cable management (5)	Swap current 5 gen 1 chargers on rectangular pedestals to 5 new gen 2 chargers on new rectangular pedestals with cable management		1. 209790 2. 207929 3. 206876 4. 207900 5. 207853