

## FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT LICENSE AGREEMENT (this "Amendment"), dated as of the 10<sup>th</sup> day of February, 2014, is attached to and made part of that certain License Agreement dated the 26 of December, 2012 (the "Agreement") by and between the City of Chula Vista, a municipal corporation organized under the laws of the State of California ("Licensor") and BLINK ACQUISITION, LLC, a Florida limited liability company, with principal place of business located at 1691 Michigan Ave, Suite 601, Miami Beach, FL 33139 ("Licensee"), as assignee of the Agreement through bankruptcy proceedings of ECotality North America ("ECotality"), entitled: *In Re Electric Transportation Engineering Corporations (d/b/a ECotality North America), et.al*, Case No. 2:13-BK-16126 (Bankr. Ariz) (the "Bankruptcy Proceedings").

### RECITALS

WHEREAS, Licensor entered into an Agreement with ECotality on December 26, 2012 for ECotality to set up and operate vehicle charging stations in the City of Chula Vista, as set forth in the Agreement;

WHEREAS, Licensee, via the above-referenced Bankruptcy Proceedings, was assigned and assumed the Agreement (which is consented to by Licensor), and the parties agree that ECotality no longer has any rights to the Agreement, as a result of the Bankruptcy Proceedings; and,

WHEREAS, Licensor desires to continue the Agreement with Licensee and Licensee warrants that it is capable of and will perform all the terms, conditions, and obligations of the Agreement.

### AMENDMENT TO AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, Licensor and Licensee agree to the following:

1. Agreement to Assignment and Assumption. Licensee agrees that it has been assigned and will assume the rights and obligations formerly held by ECotality under the Agreement. Licensee warrants and agrees that it is capable of, and that it will fully perform all the terms, conditions, and obligations of, the Agreement. Licensor consents to Licensee's assignment and assumption.
2. Force and Effect. The promises, covenants, agreements and declarations made and set forth herein are intended to and shall have the same force and effect as if set forth at length in the body of the Agreement. Capitalized terms set forth herein shall have the same meaning as such terms are given in the Agreement.
3. Party Name Change. Henceforward, all references in the Agreement to ECotality shall be replaced entirely with "Licensee," as defined herein.

4. Licensor Authorization. Licensor hereby confirms to Licensee that Licensor has all requisite power and authority to enter into this Amendment, and to bind Licensor to this Amendment and to the terms and conditions of the Agreement. Licensor agrees to indemnify Licensee and hold it harmless from and against any and all claims, actions, damages, liabilities and expenses incurred in the event it is determined that such representation is not true and correct as of the date of this Amendment.
5. Licensee Authorization. Licensee hereby confirms to Licensor that Licensee has all requisite power and authority to enter into this Amendment, and to bind Licensee to this Amendment and to the terms and conditions of the Agreement. Licensee agrees to indemnify Licensor and hold it harmless from and against any and all claims, actions, damages, liabilities and expenses incurred in the event it is determined that such representation is not true and correct as of the date of this Amendment.
6. General References. Upon and after the effective date, each reference to the Agreement in the Agreement shall mean and be a reference to the Agreement as amended by this Amendment.
7. Fax Counterparts. It is understood and agreed that this Amendment shall be and become binding upon being executed in counterparts. Additionally, facsimile and scanned signatures shall be binding the same as originals.
8. Continued Effectiveness. To the extent that the provisions of this Amendment are inconsistent with the terms and conditions of the Agreement, the terms and conditions hereof shall control. Except as modified hereby, all remaining terms and conditions of the Agreement shall remain in full force and effect.


[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO AMENDMENT]

IN WITNESS WHEREOF, the parties have executed this First Amendment to License Agreement as of the date last written below.

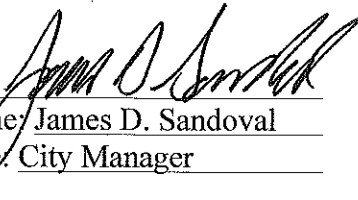
**LICENSEE:**

**BLINK ACQUISITION, LLC**

By:   
Name: Michael D. Forbes  
Title: CEO

**LICENSOR:**

**CITY OF CHULA VISTA**

By:   
Name: James D. Sandoval  
Title: City Manager

Attest:

  
Donna Norris, City Clerk

Approved as to form:

  
Glen R. Googins, City Attorney

Dated: \_\_\_\_\_