

FIRST AMENDMENT TO CHARGING SERVICES AGREEMENT

This **FIRST AMENDMENT TO CHARGING SERVICES AGREEMENT** (this “**Amendment**”), dated as of **November 12, 2024** (the “**Amendment Effective Date**”), is between **EVgo SERVICES LLC**, a Delaware limited liability company (“**EVgo**”), and **CITY OF TEMECULA**, a municipal corporation (“**Host**”).

RECTIALS

WHEREAS, Host and EVgo (formerly known as NRG EV SERVICES, LLC) entered into the Charging Services Agreement dated **June 14, 2016** (the “**Agreement**”); and

WHEREAS, the Host Property, commonly known as City of Temecula Sixth Street Parking Lot, is located at **41952 6th Street, Temecula, CA 92590**; and

WHEREAS, the parties hereby desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Host and EVgo agree to amend the Agreement as follows.


AMENDMENT

1. **Term.** Section B(1) of the Agreement is hereby deleted in its entirety and replaced with the following:
 1. **Term.** The term of this Agreement (as extended from time to time, the “**Term**”) shall commence on the Agreement Date and continue until **seventeen (17)** years following the date of the Charging Stations are first operational (the “**Commencement Date**”). The Agreement will automatically renew for successive one (1)-year periods, unless terminated by either party upon at least thirty (30) days prior written notice. EVgo shall send to Host notice of the Commencement Date within a reasonable period following the occurrence of such date.
2. **Capitalized Terms.** All capitalized terms used herein, but not defined herein, shall have the meanings given to them in the Agreement.
3. **Remainder of Agreement Unaffected.** Except as set forth herein, the Agreement shall remain unmodified and in full force and effect, and Host and EVgo do hereby ratify and confirm the Agreement, as modified and amended hereby. To the extent there is a conflict between the terms and conditions of the Agreement and this Amendment, this Amendment shall control.

[Signature page to follow]

IN WITNESS HEREOF, this Amendment is executed as of the Amendment Effective Date.

EVgo:
EVGO SERVICES LLC,
a Delaware limited liability company

By: 
Name: Mary Bauer
Title: SVP Deployment, EVgo

Agreed and acknowledged,

Host:
CITY OF TEMECULA,
a municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

IN WITNESS HEREOF, this Amendment is executed as of the Amendment Effective Date.

EVgo:
EVGO SERVICES LLC,
a Delaware limited liability company

Signed in Counterpart

By: _____

Name: _____

Title: _____

Agreed and acknowledged,

Host:
CITY OF TEMECULA,
a municipal corporation

James Stewart
Mayor

ATTEST:

Randi Johl
City Clerk

APPROVED AS TO FORM:

Peter M. Thorson
City Attorney