

READY FOR EV CHARGING STATION AGREEMENT

This READY FOR EV CHARGING STATION AGREEMENT (this “Agreement”), effective as of the 1st day of January, 2015 (the “Effective Date”), is between NRG EV SERVICES LLC, a Delaware limited liability company, d/b/a NRG eVgo (“eVgo”), and Chabot Las Positas Community College District, (“Host”). Each of eVgo and Host is a “party,” and together they are the “parties,” to this Agreement.

BACKGROUND

A. eVgo provides a variety of vehicle charging and support services to owners of plug-in electric vehicles (“EVs”) and, as part of such business, has established a program that facilitates participants, including owners of residential multifamily properties and office buildings, in providing their residents, tenants, employees or other designated individuals with access to EV charging and support services (the “Ready for EV Program”).

B. Host is the [owner/lessee/property manager] of certain real property more particularly described on Exhibit A attached hereto (the “Host Property”). Host desires to participate in eVgo’s Ready for EV Program and, in connection therewith, for eVgo to install charging station infrastructure for 10 charging heads at no cost to the Host. eVgo provides up to \$20,000 to install the infrastructure of the Make-Ready Stubs (as hereinafter defined) and EV charging stations (each a “Charging Station”) at the Host Property in certain designated parking spaces described on Exhibit A (collectively, as such designation may be changed in accordance with the terms hereof, the “Designated Spaces”) and to provide related charging support services, in each case on the terms and conditions set forth in this Agreement.

AGREEMENT

The foregoing recitals are incorporated herein by reference and made a part of this Agreement. Except as otherwise defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the meaning set forth in Annex I. In consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 GENERAL PROVISIONS

1.1 Ready for EV Spaces.

(a) Subject to the terms and conditions of this Agreement, eVgo agrees to commence installation of the Electric Service Infrastructure and one or more Make-Ready Stubs at the Host Property no later than such time as a resident, tenant, employee or other designated individual of the Host Property (a “User”) becomes a Subscriber of eVgo with respect to a Designated Space. EVgo shall be responsible for payment of up to \$20,000 for the installation at the a location designated at Las Positas College by Las Positas College of the Make-Ready Stubs, payable upon installation. Each Designated Space with a Make-Ready Stub shall be a “Ready for EV Space”.

(b) eVgo shall use commercially reasonable efforts to complete installation of the Electric Service Infrastructure and the applicable Make-Ready Stub(s) in the Designated Space(s) within thirty (30) days after the receipt of all Approvals (as defined below). Installation shall be conducted in accordance with Section 3.2(a). The date of completion of the first Make-Ready Stub is referred to herein as the “Trigger Date.”

(c) The parties expressly agree that the installation timeline for Electric Service Infrastructure and any Make-Ready Stubs shall be extended to the extent required to account for delays related to compliance with applicable laws and regulations and obtaining all required third party consents.

(d) Following installation at the Host Property, the Electric Service Infrastructure and all Make-Ready Stubs shall be the property of the owner of the Host Property.

1.2 Charging Stations.

(a) Host agrees that eVgo shall be entitled to select which Designated Space at the Host Property will be dedicated to each Subscriber.

(b) Upon a User becoming a Subscriber:

i. If the Subscriber's Designated Space is a Ready for EV Space, eVgo shall use commercially reasonable efforts to install a Charging Station within five (5) Business Days after a User becomes a Subscriber. eVgo shall allow multiple user on each station and the charge per space may not exceed \$29.95 per month.

ii. If the Subscriber's Designated Space does not yet have a Make-Ready Stub installed, then eVgo shall use commercially reasonable efforts to install a Charging Station within five (5) Business Days following completion of the installation of such Make-Ready Stub.

(c) eVgo shall have the right, but not the obligation, to remove any Charging Station dedicated to a User after such User ceases to be a Subscriber.

(d) All Charging Stations are the personal property of eVgo, and are not considered to be fixtures or in any way the property of Host.

ARTICLE 2 **TERM; TERMINATION**

2.1 Term. The term of this Agreement (as it may be extended pursuant to the terms hereof, the "Term") shall commence on the Effective Date and shall continue until the day prior to the eighteen (18) month anniversary of the Trigger Date (the "Initial Term"). Thereafter, the Term will automatically continue until such time as this Agreement is terminated with respect to all Designated Spaces as provided herein.

2.2 Termination for Convenience.

(a) Prior to Installation of First Make-Ready Stub. Either party shall be entitled to terminate this Agreement with respect to all Designated Spaces prior to the commencement of installation under Section 1.1(a), upon at least thirty (30) days' prior written notice to the other party. Upon such termination by Host, Host shall be required to pay an early termination fee in the amount of \$1,000.00 (the "Early Termination Fee"). Upon termination (and provided that Host has paid the Early Termination Fee), Host shall be entitled to keep for its own use with respect to the Host Property only, a copy of the installation design, if any, provided by eVgo to Host prior to the Effective Date; *provided* that eVgo shall retain the ownership rights to such installation design.

(b) Following Installation. Following commencement of installation, neither party shall be entitled to terminate this Agreement for convenience during the Initial Term.

(c) After Initial Term. Following the Initial Term, either party may terminate this Agreement with respect to any or all Designated Spaces for convenience at any time upon at least ninety (90) days' prior written notice to the other party; *provided* that, no termination shall be effective with respect to any Designated Space where there is a Charging Station installed and dedicated to a Subscriber, until such time as the eVgo Charging Package that is in place with respect to such Subscriber expires (which eVgo Charging Package shall not exceed one year).

(d) Effect of Partial Termination. Following each termination of this Agreement for convenience with respect to less than all of the Designated Spaces as permitted in Section 2.2(c), each space with respect to which this Agreement has been terminated shall cease to be a Designated Space for the purposes hereof and this Agreement shall continue in full force and effect until all Designated Spaces have been so terminated.

2.3 Termination for Cause.

(a) This Agreement may be immediately terminated for cause by either party (which termination shall be deemed to be a termination of this Agreement with respect to all Designated Spaces) in the event:

- i. the other party breaches or fails to make any payment when due and such failure continues uncured for thirty (30) days after receipt of written notice;
- ii. the other party breaches or fails to perform any of its obligations under this Agreement in any material respect, and such breach or failure continues uncured for thirty (30) Business Days after receipt of written notice;
- iii. a representation or warranty made by the other party proves to have been false or misleading in any material respect when made;
- iv. the other party attempts to assign or otherwise transfer its rights, obligations, or duties under this Agreement in a manner prohibited by this Agreement;
- v. the other party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.

(b) Upon any termination for cause by either party, such party shall be entitled to take any remedies available to it under this Agreement.

2.4 Automatic Termination. If upon the Settlement End Date, eVgo has not commenced installation of the first Make-Ready Stub at the Host Property, this Agreement shall automatically terminate with respect to all Designated Spaces on the Settlement End Date.

2.5 Obligations Upon Expiration or Termination.

(a) Within sixty (60) days following the termination of this Agreement with respect to any Designated Space, and subject to the provisions of Section 2.5(c), eVgo shall remove the Charging Station and all of eVgo's other property associated with such Designated Space from the Host Property and shall leave the Make-Ready Stub in such Designated Space in a condition such that an alternative electric vehicle service provider could reasonably be expected to use such Make-Ready Stub for installation of a compatible Charging Station with minimal modifications.

(b) Notwithstanding anything to the contrary in this Agreement, upon the termination, cancellation or expiration of this Agreement, the following provisions shall remain in full force and effect (or to the fullest extent legally permissible): Sections 2.5, and ARTICLES 5, 6, 7 and 8 ARTICLE 8.

(c) Notwithstanding any contrary provision in this Agreement, the parties agree to perform their respective obligations and duties as set forth herein to the extent necessary to maintain and service the Designated Spaces for each Subscriber whose eVgo Charging Package extends beyond the Term of this Agreement, including due to any early termination of this Agreement, until the initial term of such eVgo Charging Package expires or is otherwise terminated; *provided that*, in the case of termination by Host for cause, Host may require eVgo to remove the Charging Stations and its other property under Section 2.5(a), regardless of whether there are active Subscribers.

ARTICLE 3
DESIGNATED SPACES; EXCLUSIVITY; CHARGING STATIONS

3.1 Designated Spaces; Exclusivity; Charging Stations.

(a) Designated Spaces.

i. During the Term, eVgo shall have the non-exclusive right to use and occupy the Designated Spaces and adjacent areas of the Host Property solely for (i) the design, planning, development, construction, and installation of the Electric Service Infrastructure and the Make-Ready Stubs, and (ii) the installation, operation, maintenance, repair, inspection, security, replacement, dismantling and removal of any Charging Stations, signage and associated facilities and improvements within the Designated Spaces, in each case in accordance with the terms of this Agreement.

ii. Host shall use commercially reasonable efforts to maintain each Designated Space in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the common areas at the Host Property. Host shall take reasonable measures to discourage and prevent anyone other than the Subscriber to whom a particular Designated Space has been dedicated from parking in such Designated Space, including, without limitation, towing.

iii. Host shall not charge any additional fees, including any reserved parking fees, to Subscribers in connection with the use of the Designated Spaces; provided that, if Host charges to park at the Host Property, Host shall be entitled to charge Subscribers the parking rate generally applicable at the Host Property.

(b) Exclusivity Period. During the Initial Term, eVgo shall have the exclusive right to use the Electric Service Infrastructure and the Make-Ready Stubs for the operation of Charging Stations and, during the remainder of the Term, eVgo shall have the exclusive right to use the Make-Ready Stub installed in any Designated Space that remains subject to this Agreement for the operation of a Charging Station.

(c) Charging Stations.

i. Each Charging Station installed at the Host Property shall be for the dedicated use of a Subscriber and may be configured to be accessed only by such Subscriber using an electronic access device provided in connection with his or her subscription to an eVgo Charging Package. eVgo, at any time and for any reason during the Term, may elect to upgrade, revise, alter, or swap any Charging Station installed in any Designated Space.

ii. Host shall use commercially reasonable efforts to protect the Charging Stations and Make-Ready Stubs from graffiti and other vandalism; provided that, for the avoidance of doubt, Host

shall be under no obligation to maintain the Charging Stations, signage or any other equipment installed by eVgo within the Designated Spaces. To the extent Host has actual knowledge of the same, Host shall promptly notify eVgo and, as appropriate, emergency response personnel regarding any malfunction of a Charging Station.

3.2 Installation.

(a) Installation Activities.

i. eVgo shall designate the contractors or other service providers for the installation activities described in ARTICLE 1 and shall be solely responsible for supervising the completion of the Electric Service Infrastructure, the Make-Ready Stubs, the installations of the Charging Stations and installations of any signage approved by Host.

ii. eVgo will cause its designated contractors and service providers to obtain from Governmental Authorities all licenses, permits, or other approvals (collectively, "Approvals") required to conduct such installations. Upon eVgo's request, Host will reasonably cooperate with eVgo's designated contractors and service providers as required to obtain such Approvals.

iii. eVgo shall ensure that any installation activities shall be performed only during times and days acceptable to Host and shall be performed in a manner so as to not unreasonably interfere with Host's business operations. eVgo shall ensure that all driveways and access points within the parking and common areas of Host's Property shall remain open and accessible at all times during the installation activities. Only those materials and equipment that are being used directly in the installation activities shall be brought to and stored on that Designated Space and its adjacent areas.

iv. eVgo may, at its sole expense, install one or more metering devices which measure in kWh the electricity used at one or more Charging Stations.

(b) Allocation of Costs. Subject to any Host payment obligations set forth in Section 1.1, eVgo shall be responsible for all costs associated with the installation of the Electric Service Infrastructure and the Make-Ready Stubs at the Host Property. eVgo shall be solely responsible for the procurement and purchase of the Charging Stations and for all costs associated with the installation of the Charging Stations at the Host Property.

(c) Host Installation. Notwithstanding Section 3.2(a), Host may, at its option and sole cost and expense, use contractors or other service providers designated by Host for the installation activities; *provided* that Host assumes all risk associated with such activities and eVgo is relieved of all obligations provided in Section 3.2(a) with respect to such installation activities, including obtaining Approvals. Host shall indemnify and hold harmless the eVgo Parties from and against all Losses that arise out of or result from any installation activities conducted by contractors or other service providers designated by Host. Without limiting the foregoing or any other rights of eVgo provided herein, (x) in the event any installation activities conducted by a contractor or other service provider designated by Host void any manufacturer's warranty with respect to a Charging Station, Host shall reimburse eVgo for any repairs to and replacement of any Charging Station that would have been covered by such manufacturer's warranty and (y) in the event any installation activities conducted by a contractor or other service provider designated by Host are required to be redone, corrected, or supplemented by eVgo, Host shall reimburse eVgo for all associated costs and expenses. The obligations of Host under this Section 3.2(c) shall survive the expiration, cancellation, or termination of this Agreement.

3.3 Operation and Maintenance.

(a) Except as otherwise provided in this Agreement and subject to the terms and conditions of any eVgo Charging Package, eVgo will, at its sole cost and expense, operate the Charging Stations for the benefit of the Subscribers, including without limitation arranging for appropriate remote monitoring.

(b) In addition, eVgo shall, at its sole cost and expense, use commercially reasonable efforts to maintain any Charging Stations installed in the Designated Spaces in good working order and repair, including without limitation installing appropriate software and hardware upgrades.

(c) All Users of the Host Property who are Subscribers will have access to the same customer support that eVgo generally provides to its Subscribers, which includes phone support and attempted diagnosis of any technical issue encountered in using any Charging Station. The applicable customer support phone number shall be displayed on or near each Charging Station.

3.4 Utility Availability.

(a) Utility Service; Easements. Host shall reasonably cooperate with eVgo to facilitate the provision of all utilities to the Charging Stations. Such facilitation may include but is not limited to: (i) consenting to and/or executing any request for electric service and/or interconnection necessary for eVgo to supply sufficient electricity to the Charging Station Service Panel such that each Subscriber has at least eight (8) contiguous hours of charging per day and (ii) consenting to and/or granting appropriate easements to local utility providers.

(b) Interruption of Utility Supply. Neither Host nor eVgo has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to facilities or equipment located in any Designated Space unless such interruption or curtailment is due to nonpayment of utility charges by Host.

3.5 Taxes. eVgo is solely responsible for personal property taxes imposed on the Charging Stations and any signage installed by it located at the Host Property. All other real or personal property taxes related to the Host Property are the sole obligation of Host. Each party is responsible for its own income, franchise, margin, and similar taxes.

ARTICLE 4 PAYMENTS

4.1 Revenue Share

(a) eVgo shall pay to Host within thirty (30) days following the end of each calendar month (or partial month) a payment for the usage of the Charging Stations (any such payment, a "Revenue Payment") equal to one hundred percent (100%) of the variable portion of charges set forth in the eVgo Charging Package for each Subscriber at the Designated Space (the "Payment Rate"). The current Payment Rate is set forth on Exhibit B; such rates may change from time to time in the sole discretion of eVgo, *provided that* the actual Payment Rate shall never be less than the amount set forth on Exhibit B. eVgo shall make the Revenue Payments to Host either directly to Host's electric utility provider pursuant to Section 4.1(b) or by check, wire transfer or other electronic method mutually agreed upon by eVgo and Host to the address or account for payments specified on Exhibit C, or such other place as the party owed such payment may designate in writing to the other from time to time during the Term.

(b) In order for eVgo to make the Revenue Payments directly to Host's electric utility provider, Host must complete and submit to eVgo a "Request for Electric Service Information" form (to be provided by eVgo upon signing of this Agreement) together with a copy of its most recent electricity bill.

4.2 Payments by Host to Utility. Host shall, at all times, keep current its payments to the utility providing electric service to the Host Property, including the electric service to the Charging Station Service Panel.

4.3 Other Payments. Each party shall be entitled to invoice the other with respect to any other payments that accrue from time to time from the other under this Agreement. On or before the thirtieth (30th) day after the date an invoice is sent to or by the party owing the applicable payment, such party shall pay the required amount by check, wire transfer or other electronic method mutually agreed upon by eVgo and Host to the address or account for payments specified on Exhibit C, or such other place as the party owed such payment may designate in writing to the other from time to time during the Term.

4.4 Overdue Payments. Any payment owed hereunder which is not paid when due and payable shall bear interest from the date due until paid at an annual rate equal to the lesser of (i) eight percent (8%), or (ii) the maximum nonusurious amount permitted by applicable law.

ARTICLE 5

INTELLECTUAL PROPERTY; MARKETING AND PROMOTION

5.1 Intellectual Property.

(a) License. From the Effective Date and for so long thereafter as there is at least one (1) Ready for EV Space available at the Host Property for a future Subscriber's use, eVgo grants to Host a license to use Licensed eVgo Marks and Host grants to eVgo a license to use Licensed Host Marks (together with the Licensed eVgo Marks, the "Marks") upon the terms and conditions set forth below.

(b) General Restrictions. Neither party shall use the Marks licensed from the other party hereunder or any portion thereof, as a domain name, Generic Top Level domain name ("gTLD") or Uniform Resource Locator ("URL"), including, without limitation, as a sub-domain name without the prior written consent of the other party. Neither party shall, either during or subsequent to the Term, adopt, use, or register any mark, business name, trade name, insignia or logo that is confusingly similar to or a colorable imitation of any Mark licensed by the other party hereunder. Neither party shall use the other party's Marks: (i) in any manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with those Marks; (ii) in any manner that would violate the rights of any third parties; (iii) in any manner that would result in any third party claim or in any governmental investigation, claim or proceeding alleging unlawful or improper use of those marks; (iv) on or in connection with any products or services other than the promotional materials pertaining to the Host Property; or (v) in any manner other than as a service mark.

(c) Third Party Advertisers. Each party hereby grants to the other party a limited right to sublicense the applicable licensed marks to third parties with which such party has contracted to advertise, promote or market the other party's activities permitted under this Agreement; *provided* that all such sublicensing third parties agree in writing to all terms and conditions necessary and appropriate to protect the licensing party's right, title and interest to the applicable licensed marks, which shall include, but not be limited to, all applicable terms and conditions of this Agreement and any usage guidelines.

5.2 Promotional Materials and Activities.

(a) Materials. Within thirty (30) days after the Effective Date, eVgo shall provide Host with materials and content that Host may use, without cost or other obligation, to promote the future availability of the Charging Stations at the Host Property.

(b) eVgo Activities. During the Term of this Agreement, eVgo shall use commercially reasonable efforts to promote the availability of the Ready for EV Host Program at the Host Property. eVgo shall publicize the availability of the Charging Stations on the Host Property through traditional and/or electronic media, including on its website. In addition, eVgo may advise apartment locator services, mapping services and the manufacturers of vehicle navigation systems of the availability of Charging Stations at the Host Property, the name of the Host and the address of the Host Property.

(c) Guidelines and Use of Marks. Each party may provide written usage guidelines for the use of their Marks by the other party. eVgo's usage guidelines, which may be updated from time to time, can be found at www.nrgevgo.com, "News Room – Press Kit & Photos". For so long as a party is in full compliance with such usage guidelines, such party shall be entitled to use the other party's Marks in marketing materials that promote the Ready for EV Host Program, including but not limited to: (i) in press releases and promotional material, (ii) in television, print, radio, and Internet-based advertising, (iii) at eVgo's public events, and (iv) on eVgo's websites or Host's websites (including, but not limited to, www.nrgevgo.com).

(d) Approval for Other Uses. Except as set forth herein, each party (the reviewing party) has the right to review and approve in advance the other party's promotional material if such material uses the reviewing party's Marks.

5.3 Public Statements

(a) eVgo and Host may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by eVgo or other third parties, regarding the execution of this Agreement and the status of the activities contemplated herein, *provided* each has the ability to review and approve in advance the other's public statements. Notwithstanding the foregoing, eVgo may publicly disclose the name of the Host, the address of the Host Property, and any other information required by the Settlement Agreement.

(b) The parties may provide copies of this Agreement or portions thereof to utility providers, Governmental Authorities, and/or third parties referenced in Section 6.2(a) as reasonably necessary or desirable to facilitate or effectuate the intents and purposes of this Agreement.

5.4 Signage. At eVgo's cost and subject to applicable laws and regulations, eVgo shall have the right (but not the obligation) to place eVgo-branded signage within the Host Property and around the Designated Spaces; *provided* that Host shall have the right to review and approve any such signage prior to installation. If the consent of any third party is required to install the signs contemplated under this Section 5.4, then eVgo and Host shall reasonably cooperate to obtain that consent. At no time may Host place any signage either on the Charging Station itself or in and around the Designated Spaces.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES; COVENANTS

6.1 Representations and Warranties. Each of Host and eVgo hereby represents and warrants to the other as of the Effective Date that: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, rule, regulation, order, judgment, or

other legal or regulatory determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or administrative proceeding that may materially adversely affect its ability to perform this Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (e) this Agreement constitutes a legal, valid and binding obligation of such party, except as the enforceability of this Agreement may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under this Agreement.

6.2 Rights to Host Property.

(a) Host further represents, warrants and covenants that it has obtained or shall obtain any and all consents or approvals required in order for Host to grant the rights and perform its obligations under this Agreement, and for eVgo to take the actions with respect to the Designated Spaces contemplated in this Agreement, from any third parties: (i) with an interest in the Host Property (including, without limitation, any owner, lender, lessee, ground lessor, or any party to any reciprocal easement agreement) or (ii) whose consent is otherwise required under conditions, covenants and restrictions documents, declarations or similar agreements affecting the Host Property. When obtaining consent is required, Host and eVgo shall use cooperative commercially reasonable efforts to contact and educate the applicable third parties of the terms, conditions, and benefits of the activities proposed to be taken pursuant to this Agreement. As part of such effort, the parties will, on request, include applicable necessary third parties as additional named insureds on the insurance policies required by ARTICLE 7, offer appropriate indemnities on terms similar to those stated in ARTICLE 8, satisfy reasonable third party requests and concerns regarding Charging Stations and related items, and take other commercially reasonable steps required to obtain any required consent of third parties consistent with this Agreement.

(b) Host further represents and warrants that there are no liens, judgments, encumbrances or other impediments of title on the Host Property that would adversely affect the use or occupancy of the Host Property by eVgo pursuant to this Agreement, and during the Term of this Agreement covenants to maintain the Host Property free of any such liens, judgments, encumbrances or other impediments.

(c) In the event that either (i) the Host Property is sold or otherwise transferred to any person or entity or (ii) Host otherwise ceases to have the requisite level of control over the Host Property necessary to fulfill its obligations under this Agreement (each, a "Transfer Event"), Host shall assign its rights and obligations under this Agreement to the person or entity which would be able to comply with Host's obligations following such Transfer Event; the failure of Host to assign its rights and obligations pursuant to the foregoing or such person or entity's refusal to assume such rights and obligations shall be a breach of this Agreement pursuant to Section 2.3(a)(iv).

ARTICLE 7 **INSURANCE**

7.1 eVgo Insurance.

(a) During the Term, eVgo shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance:

i. Full replacement cost Property Insurance (written on a "special perils" basis) for the Charging Stations and all other personal property, machinery, equipment and trade fixtures owned by eVgo;

ii. Statutory Worker's Compensation Insurance, and Employer's Liability limits of \$1,000,000.00 per accident per employee;

iii. Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000.00 per occurrence, that includes coverage for contractual liability, independent contractors, premises/operations, products/completed operations, and cross liabilities/separation of insureds; eVgo shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by the Host, but only as to the negligent acts or omissions of eVgo or the eVgo Parties;

iv. Automobile Liability with a combined single limit of \$1,000,000.00 that includes coverage for owned, non-owned and hired vehicles; and

v. \$5,000,000.00 in excess liability coverage per occurrence, for injuries, losses, claims for damages to persons or property occurring on the Designated Spaces and resulting from the use of the Charging Stations, the occupancy of the Designated Spaces, and/or the negligence of eVgo and its agents, contractors, employees or invitees, which coverage shall sit excess of the scheduled underlying General Liability, and Automobile Liability and Employer's Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies.

(b) With respect to eVgo's Commercial General Liability Insurance, Automobile Liability Insurance and Excess Liability Insurance, include Host as an additional insured with respect to liability arising out of the ownership, maintenance or use of the Charging Stations or the Designated Spaces.

(c) From time to time upon request, eVgo shall provide Host with a certificate of insurance, evidencing the required coverages.

7.2 Host Insurance.

(a) During the Term, Host shall maintain (or cause other third parties contemplated in Section 6.2(a), as applicable, to maintain) in full force and effect, at its cost and expense:

i. Full replacement cost Property Insurance (written on a "special perils" basis) for (1) the Host Property and all improvements thereon (including without limitation the Designated Spaces, the Electric Service Infrastructure and Make-Ready Stubs); and (2) all personal property, machinery, equipment and trade fixtures located at the Host Property or owned by Host.

ii. Commercial General Liability insurance with a minimum combined single limit of liability of at least \$2,000,000 for personal injuries or deaths of persons occurring in or about the Designated Spaces and Host Property.

iii. Automobile Liability with a combined single limit of \$1,000,000.00 that includes coverage for owned, non-owned and hired vehicles.

(b) From time to time upon request, Host shall provide eVgo with a certificate of insurance, evidencing the required coverages.

7.3 Policy Requirements. The insurance policies required under Sections 7.1 and 7.2 shall:

(a) be issued by insurance companies licensed to do business in the state in which the Host Property is located, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most current Best's Insurance Reports available on the Effective Date; if the Best's

ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies; and

(b) contain provisions whereby each party's insurers waive all rights of subrogation against the other party on each of the coverages required herein.

7.4 Waiver. Anything in this Agreement to the contrary notwithstanding, to the extent covered by any property insurance maintained (or required to be maintained) hereunder, each party hereby waives every right or cause of action for any and all loss of, or damage to (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible) the Host Property, the Electric Service Infrastructure, the Make-Ready Stubs, the Designated Spaces, the Charging Stations, or any improvements on any of the foregoing, or to the personal property of either party, or their respective affiliates, representatives, agents, officers, directors, managers, members, shareholders, partners, contractors, or employees, regardless of cause or origin. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

7.5 Casualty and Condemnation. If the Designated Spaces or any portion of the Host Property is damaged by fire or other casualty, then either party may, within thirty (30) days of the date of such fire or other casualty elect to terminate this Agreement on written notice to the other party. If any portion of a Designated Space or the Host Property is condemned or taken in any manner for a public or quasipublic use that could adversely affect the use of the Charging Stations, then eVgo may elect to terminate this Agreement effective as of the date title to the condemned portion of the Host Property is transferred to the condemning authority.

ARTICLE 8

INDEMNITY; LIMITATION OF LIABILITY

8.1 eVgo. Subject to Sections 7.4, and 8.3 hereof, eVgo shall indemnify and hold harmless Host, its affiliates, and their respective representatives, agents, officers, directors, shareholders, partners and employees (individually, "Host Party" and, collectively, the "Host Parties") from and against all claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection (collectively, "Losses") that arise out of or result from (i) any willful misconduct or negligence of eVgo, its affiliates, and their respective representatives, agents, officers, directors, shareholders, partners and employees (individually, "eVgo Party" and, collectively, the "eVgo Parties") in connection with this Agreement, or (ii) any breach by eVgo of its obligations, representations or warranties under this Agreement, or (iii) the operation of any Charging Station during the Term, except to the extent arising out of or resulting from any willful misconduct or negligence of any Host Party or any installation activities conducted by a contractor or other service provider designated by Host. The obligations of eVgo under this Section shall survive the expiration, cancellation, or termination of this Agreement and the Term.

8.2 Host. Subject to Sections 7.4 and 8.3 hereof, Host shall indemnify and hold harmless the eVgo Parties from and against all Losses that arise out of or result from (i) any willful misconduct or negligence of any Host Party in connection with this Agreement, (ii) any breach by Host of its obligations, representations or warranties under this Agreement, or (iii) an event occurring in any area of the Host Property, except to the extent arising out of or resulting from any willful misconduct or negligence of any eVgo Party. The obligations of Host under this Section shall survive the expiration, cancellation, or termination of this Agreement and the Term.

8.3 Limitation of Liability; Liquidated Damages. In no event shall either party be liable (in contract or in tort, including negligence and strict liability) to such other party or to such other party's affiliates or

their respective representatives, agents, officers, directors, shareholders, partners or employees for any special, indirect or consequential damages relating to this Agreement. The entire liability of each party for any and all claims of any kind arising from or relating to this Agreement will be subject in all cases to an affirmative obligation on the part of the other party to mitigate its damages. Each party's total liability for any and all liability to the other party and to such other party's affiliates or their respective representatives, agents, officers, directors, shareholders, partners or employees (on an aggregate basis) arising out of or in connection with this Agreement, whether in contract or in tort (including negligence and strict liability) shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00). The provisions of this Section 8.3 shall apply to the fullest extent permitted by law and shall survive termination of this Agreement. The Parties acknowledge the amount in any provision where damages are liquidated, including the termination fee set forth in Section 2.2(a), is fixed because of the difficulty of ascertaining the exact amount of damages and that such amount is a reasonable estimate of the harm or loss (and is not a penalty) and that such amount will be applicable regardless of the actual harm or loss.

ARTICLE 9

MISCELLANEOUS

9.1 Change in Law. If any Governmental Authority enacts, revises, amends, interprets or implements any rule, directive, order, decision or law (including without limitation those that establish new, or otherwise modify existing laws, rules, regulations or orders) that directly or indirectly adversely impact EVs or the ability for eVgo to provide the eVgo Charging Packages or participate in the Ready for EV Host Program without being required to be licensed or otherwise regulated by the public utility commission or analogous agency in the relevant jurisdiction, eVgo may, at its option, immediately suspend access of the Subscribers and Host to the Charging Stations, cease installation of any Charging Stations, and suspend performance of any related obligations without being in violation of its obligations under this Agreement.

9.2 Notice. Any notice provided or permitted to be given under this Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as specified on Exhibit C. Each party may change its address for notice by giving notice thereof to the other party.

9.3 Assignment. The Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. Neither party may assign its rights and obligations in and under this Agreement without first obtaining prior written consent of the other party, which shall not be unreasonably withheld; *provided, however*, that either party may assign its rights and obligations in and under this Agreement to an affiliate or subsidiary or successor by merger or acquisition or successor to all or substantially all of the assets of such party at any time and without consent.

9.4 Independent Contractors. The parties shall act as and be independent contractors in the performance of this Agreement. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in this Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.

9.5 Governing Law; Venue. The Agreement shall be governed by and interpreted in accordance with the internal laws of the State of California without giving effect to conflict of law rules. The parties further agree that all actions brought under this Agreement shall be brought in the courts located in Los Angeles County, regardless of the location of the Host Property.

9.6 Further Assurances. Each party agrees to execute (and acknowledge, if requested) and deliver additional documents and instruments and to perform additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement.

9.7 Force Majeure. Neither party is responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the party's control.

9.8 Attorneys' Fees. If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Agreement, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

9.9 No Waiver. The failure of a party to insist on strict performance of any provision of this Agreement does not constitute a waiver of, or estoppel against asserting, the right to require performance in the future and a waiver or estoppel given in any one instance does not constitute a waiver or estoppel with respect to a later obligation or breach.

9.10 No Third Party Beneficiaries. This Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

9.11 Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under any applicable law, in equity or otherwise.

9.12 Integration; Amendments. The parties agree that this Agreement contains all of the agreements, promises and understandings between the parties with respect to the subject matter hereof and that there are no verbal or oral agreements or understandings between the parties. Any amendment, modification or other change to this Agreement shall be ineffective unless made in a writing signed by the parties hereto.

9.13 Severability. If any term of this Agreement is held by any court of competent jurisdiction to contravene or to be invalid under any applicable law, such contravention or invalidity shall not invalidate the remainder of this Agreement and this Agreement shall be construed and deemed reformed to the extent necessary to render valid such term valid and the rights and obligations of the parties shall be construed as enforced accordingly.

9.14 Counterparts. This Agreement may be executed in any number of counterparts and in separate counterparts with the same effect as if all the parties had signed the same document; all counterparts shall be construed together and shall constitute one and the same instrument. The delivery of an executed counterpart to this Agreement by electronic means (including via email) shall be as effective as the delivery of a manually executed counterpart.

9.15 Construction. The headings in this Agreement are inserted for convenience and identification only. When the context requires, the number of all words shall include the singular and the plural. In this Agreement, words importing any gender include the other genders and the words including, includes and include shall be deemed to be followed by the words without limitation. All documents or items attached to, or referred to in, this Agreement are incorporated into this Agreement as fully as if stated within the body of this Agreement. The Agreement expresses the mutual intent of the parties to this Agreement and the rule of construction against the drafting party has no application to this Agreement.

Signature page follows.

SIGNATURE PAGE TO READY FOR EV CHARGING STATION AGREEMENT

HOST/CLPCCD:

eVgo:

Chabot Las Positas Community College District

NRG EV SERVICES LLC,
a Delaware limited liability company

By: _____
Name: Lorenzo Legaspi
Title: Vice Chancellor, Business Services

By: _____
Name: _____
Title: _____

Attachments:

- Annex I – Definitions
- Exhibit A – Description of Host Property
- Exhibit B – Payment Rate
- Exhibit C – Addresses for Notice and Payment Information

ANNEX I

Definitions

“Agreement” has the meaning set forth in the preamble.

“Approvals” has the meaning set forth in Section 3.2(a)(ii).

“Business Day” means any calendar day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. local prevailing time.

“Charging Station” has the meaning set forth in Background paragraph C on page 1

“Charging Station Fixture” means a mounting fixture that affixes one or more Charging Stations to the wall, post, ceiling, floor or equivalent of the Host Property, together with any supporting concrete pad and protective bollards.

“Charging Station Junction Box” means an electrical junction box or similar electrical equipment or device from which electrical conduit and wiring may be threaded from the Charging Station Service Panel(s) to the Charging Station Fixtures.

“Charging Station Service Panel” means a dedicated 240 VAC or 208 VAC electrical service panel or similar electrical equipment or devices necessary to support some or all of the Make-Ready Stubs at the Host Property.

“Designated Spaces” has the meaning set forth in paragraph C on page 1.

“Early Termination Fee” has the meaning set forth in Section 2.2(a).

“Effective Date” has the meaning set forth in the preamble.

“Electric Service Infrastructure” means one or more Charging Station Service Panels and Charging Station Junction Boxes, together with the electrical conduit and electrical wiring (capable of supporting at least one 208-240 V, 30A capacity circuit to each Designated Space) from the Charging Station Service Panel(s) to the Charging Station Junction Boxes.

“eVgo” has the meaning set forth in the preamble.

“eVgo Charging Package” means a recurring service contract between eVgo and any person that includes one or more of the following elements: (a) the installation and provisioning for use by such person of a Charging Station located at such person’s multifamily residence or workplace and provision of related services and/or (b) access to eVgo’s network of public EV charging stations.

“eVgo Party” and “eVgo Parties” have the meaning set forth in Section 8.1.

“EVs” has the meaning set forth in Background paragraph A on page 1.

“Governmental Authority” means any federal, state, local or municipal governmental body; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority, jurisdiction or power; or any court or governmental tribunal.

“gTLD” has the meaning set forth in Section 5.1(b).

“Host” has the meaning set forth in the preamble.

“Host Party” and “Host Parties” have the meaning set forth in Section 8.2.

“Host Property” has the meaning set forth in Background paragraph B on page 1.

“Initial Term” has the meaning set forth in Section 2.1.

“kWh” means kilowatt hour.

“Licensed eVgo Marks” means certain of eVgo’s trade names, logos, trademarks, service marks, and other intellectual property as communicated from time to time to Host.

“Licensed Host Marks” means certain of Host’s trade names, logos, trademarks, service marks, and other intellectual property as communicated from time to time to eVgo.

“Losses” has the meaning set forth in Section 8.1

“Make-Ready Stub” means, collectively (A) a Charging Station Fixture and (B) electrical conduit and electrical wiring (capable of supporting at least one 208-240 V, 30A capacity circuit to each Designated Space where the Charging Station will be installed) from the Charging Station Junction Boxes to the Charging Station Fixtures.

“Marks” has the meaning set forth in Section 5.1(a).

“Payment Rate” has the meaning set forth in Section 4.1(a).

“Ready for EV Program” has the meaning set forth in Background paragraph A on page 1.

“Ready for EV Space” has the meaning set forth in Section 1.1(a).

“Revenue Payment” has the meaning set forth in Section 4.1(a).

“Settlement Agreement” means that certain Long-Term Contract Settlement and Release of Claims Agreement dated as of April 27, 2012, among California Public Utilities Commission and Dynegy Power Marketing, LLC, Cabrillo Power I LLC, El Segundo Power, LLC and Long Beach Generation.

“Settlement End Date” means the earlier of (i) the last date on which NRG Energy, Inc., is permitted to construct and install Make-Ready Stubs towards the satisfaction of the settlement with the California Public Utilities Commission pursuant to the Settlement Agreement and (ii) September 30, 2018.

“Subscriber” means any person that has contracted for an eVgo Charging Package with eVgo, which Charging Package includes installation of a dedicated Charging Station at the Host Property.

“Term” has the meaning set forth in Section 2.1.

“Transfer Event” has the meaning set forth in Section 6.2(c).

“Trigger Date” has the meaning set forth in Section 1.1(b).

“URL” has the meaning set forth in Section 5.1(b).

“User” has the meaning set forth in Section 1.1(a).

EXHIBIT A

Description of Host Property

Description of Host Property: Chabot Las Positas Community College District

Las Positas College

Address: 3000 Campus Hill Drive

Livermore, CA 94551-7623

Designated Spaces: To be designated by Las Positas College in a location adjacent to existing electrical infrastructure/transformers in order to allow the Make-Ready Stubs to be installed for under the \$20,000 amount allocated by eVgo.

Host Cost Share & Number of Make-Ready Stubs: Host shall be responsible for no cost of the installation of 10 Make-Ready Stubs provided by eVgo. The project should not go forward unless the Make Ready Stubs can be installed for the \$20,000 allocated by eVgo.

Schedule I

Designated Spaces

To be determined at a later date following an assessment of existing electrical infrastructure to assure the Make-Ready Heads are installed within the \$20,000 allocated by eVgo.

EXHIBIT B

Payment Rate

- eVgo Charging Package is not to exceed 29.95 per month.
- Las Positas College reserves the right to add a surcharge to the monthly rate for energy recovery.
- Payment will be made by the subscriber directly to eVgo.
- eVgo will make payment back to Las Positas College following collection of any energy recovery surcharge upon collection from the subscriber payment.

EXHIBIT C

Addresses for Notice and Payment Information

HOST:

Address for notices:

Las Positas College
Administrative Services
3000 Campus Hill Drive
Livermore, CA 94551-7623
Attn: Jeffrey Kingston

With a copy to
(which shall not constitute notice):

Chabot Las Positas CCD
Business Services
7600 Dublin Blvd
Dublin, CA
Attn: Lorenzo Legaspi

Address for payments:

Same as primary notice address.

eVgo:

Address for notices:

NRG EV Services LLC
1000 North Post Oak Road, Suite 240
Houston, Texas 77055
Attn: Arun Banskota, President

With a copy to
(which shall not constitute notice):

NRG EV Services LLC
1000 North Post Oak Road, Suite 240
Houston, Texas 77055
Attn: General Counsel

Address for payments:

Same as primary notice address.