

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	04016
Zeco Systems Inc. DBA Greenlots 156 2 nd St, Suite 207 Lavergne, CA 94105	Amendment No.:	1
	Effective Date:	April 1, 2017

SAN FRANCISCO, CA 94105

**VENDOR MANAGEMENT FEE INCREASE AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Vendor Management Fee Increase Amendment (“Amendment”) to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Zeco Systems Inc. (DBA Greenlots), a Delaware Corporation (“Contractor”) and is effective as of April 1, 2017.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 04016 dated effective as of September 9, 2016 (“Contract”).
- B. The Parties have not previously amended the Contract.
- C. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
- D. The amendment set forth herein is within the scope of the Contract.
- E. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **VENDOR MANAGEMENT FEE.** Section 2.10 of the Contract is hereby amended by deleting the existing Section in its entirety and inserting the following in lieu thereof:

Section 2.10 - **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.00 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0100.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

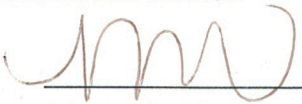
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one

counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**ZECO SYSTEMS INC DBA GREENLOTS
A DELAWARE CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

By: _____

Name: MICHELE WALKER

Name: Philip Saunders

Title: FINANCE MANAGER

Title: Contract Specialist

Date: 3/8/17

Date: _____

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Zeco Systems, Inc. DBA Greenlots
Jess Henderson
925 North La Brea Avenue, 4th Floor
Los Angeles, CA 90038

**SECOND AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Second Amendment ("Amendment") to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Zeco Systems, Inc. DBA Greenlots a California State Company ("Contractor") and is dated as of September 10, 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective as of September 09, 2016 ("Contract").
- B. The Parties previously amended the Contract once:
 - a. Amendment #01 dated effective April 1, 2017, to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The Contract term is amended to extend the term twelve (12) months, ending September 09, 2020.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

----- Zeco Systems, Inc.

By: _____

Name: ----- mark Steffler

Title: _____ CEO

Date: _____ 9/20/19

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By: _____

Name: _____ Chad Irwin

Title: _____ Contracts & Procurement Supervisor

Date: _____ 9/20/19

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Zeco Systems, Inc. DBA Greenlots
Jess Henderson
767 S. Alameda St., Suite 200
Los Angeles, CA 90021

**THIRD AMENDMENT
TO
CONTRACT No. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Third Amendment ("Amendment") to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Zeco Systems, Inc. DBA Greenlots a California State Company ("Contractor") and is dated as of September 09, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective as of September 09, 2016 ("Contract").
- B. The Parties previously amended the Contract once:
 - a. Amendment #01 dated effective April 1, 2017, to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
 - b. Amendment #02 dated September 09, 2020 The Contract term is amended to extend the term twelve (12) months.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The Contract term is amended to extend the term twelve (12) months, ending September 09, 2021.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.

- 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

ZECO SYSTEMS, INC.,
A CALIFORNIA STATE COMPANY

DocuSigned by:
 By: David George
SF4737CED5A17451...
 Name: David George
 Title: VP Sales west Region, Greenlots
 Date: 9/2/2020

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: [Signature]
 Name: Chad Irwin
 Title: Contracts Supervisor
 Date: 9/16/2020

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Zeco Systems, Inc. DBA Greenlots
Jess Henderson
925 North La Brea Avenue, 4th Floor
Los Angeles, CA 90038

**FIFTH AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Fifth Amendment (“Amendment”) to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Zeco Systems, Inc. DBA Greenlots a California State Company (“Contractor”) and is dated as of September 09, 2021.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective as of September 09, 2016 (“Contract”).
- B. The Parties previously amended the Contract once:
 - Amendment 1 dated April 1, 2017 – adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
 - Amendment 2 dated September 10, 2019 – extend Contract twelve (12) months, ending September 09, 2020.
 - Amendment 3 dated September 9, 2020 – extend Contract twelve (12) months, ending September 9, 2021.
 - Amendment 4 dated September 9, 2020 – Product/Price changes additions/removals.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. TERM. The Contract term is amended to extend the term twelve (12) months, ending September 08, 2022.


2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**ZECO SYSTEMS, INC.,
A CALIFORNIA STATE COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: David George
Title: VP Sales West Region, Greenlots
Date: 08/02/21

By: 
Name: Chad Irwin
Title: Procurement Supervisor
Date: 08/04/21

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	04016
Zeco Systems Inc. dba Greenlots 925 North La Brea Avenue, 4 th Floor Los Angeles, CA 90038	Amendment No.:	6
	Effective Date:	10/13/21

**SIXTH AMENDMENT
TO
MASTER CONTRACT NO. 04016
ELECTRIC VEHICLE SERVICE EQUIPMENT**

This Sixth Amendment (“Amendment”) to Master Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Zeco Systems Inc. dba Greenlots, a California State Company (“Contractor”) and is dated and effective as of October 13, 2021.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods/services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. To provide a cost-effective and efficient procurement solution for state agencies and other eligible purchasers, Enterprise Services typically develops multi-year Master Contracts. Such Master Contracts establish pricing and, where appropriate, price adjustments over the term of the Master Contract.
- C. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Master Contract No. 04016 dated effective as of September 9th, 2016 (“Master Contract”).
- D. The Parties previously amended the Master Contract (5) Times.
 - a. Amendment 1 dated April 01, 2017 – adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 01, 2017. Contract purchases made prior to April 01, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 01, 2017 will be subject to the VMF set forth in this amendment.
 - b. Amendment 2 dated September 10, 2019 – extend Contract twelve (12) months, ending September 09, 2020.

- c. Amendment 3 dated September 09, 2020 – extend Contract twelve (12) months, ending September 09, 2021.
 - d. Amendment 4 dated September 09, 2020 – Product/Price changes additions/removals.
 - e. Amendment 5 dated September 09, 2021 - extend Contract twelve (12) months, ending September 08, 2022.
- E. Enterprise Services and Contractor are witnessing unanticipated costs increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly tensioning pricing pertaining to this Master Contract. Accordingly, the Parties now desire to amend the Master Contract to address certain unanticipated cost increases and provide temporary an equitable, temporary price adjustment consistent with the purpose of this Master Contract.
- F. The amendment set forth herein is within the scope of the Master Contract.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Master Contract, as previously amended, as follows:

1. TEMPORARY PRICE ADJUSTMENT. The Master Contract is amended to add the following provision:

TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, beginning October 13th, 2021, upon written request by Contractor, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract's applicable price adjustment procedures, if any; *Provided, however, that:*


- (a) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Master Contract goods/services;
- (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);
- (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;
- (d) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Master Contract prices for impacted goods/services with the Master Contract's allocation of risk/return (e.g., Contractor's margin);
- (e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Master Contract

based on the unexpected costs identified to Enterprise Services;


- (f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;
 - (g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;
 - (h) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and
 - (i) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Master Contract is unaffected and remains in full force and effect.
 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Master Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
 5. ELECTRONIC SIGNATURES. An electronic signature of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

ZECO SYSTEMS, INC., DBA GREENLOTS
A CALIFORNIA STATE COMPANY

By: 
Name: DAVID L. GEORGE
Title: VP SALES WEST
Date: 11/17/21

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Mark McClurkin
Title: Contract Specialist 3
Date: 11/17/21

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	04016
Zeco Systems Inc. dba Greenlots 925 North La Brea Avenue, 4 th Floor Los Angeles, CA 90038	Amendment No.:	7
	Effective Date:	07/08/2022

**SEVENTH AMENDMENT
MASTER CONTRACT NO. 04016
ELECTRIC VEHICLE SERVICE EQUIPMENT**

This Seventh Amendment (“Amendment”) to Master Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Zeco Systems Inc. dba Greenlots, a California State Company (“Contractor”) and is dated and effective as of July 08, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods/services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. To provide a cost-effective and efficient procurement solution for state agencies and other eligible purchasers, Enterprise Services typically develops multi-year Master Contracts. Such Master Contracts establish pricing and, where appropriate, price adjustments over the term of the Master Contract.
- C. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Master Contract No. 04016 dated effective as of September 9th, 2016 (“Master Contract”).
- D. The Parties previously amended the Master Contract (6) Times.
 - a. Amendment 1 dated April 01, 2017 – adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 01, 2017. Contract purchases made prior to April 01, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 01, 2017 will be subject to the VMF set forth in this amendment.
 - b. Amendment 2 dated September 10, 2019 – extend Contract twelve (12) months, ending September 09, 2020.
 - c. Amendment 3 dated September 09, 2020 – extend Contract twelve (12) months, ending September 09, 2021.
 - d. Amendment 4 dated September 09, 2020 – Product/Price changes additions/removals.

- e. Amendment 5 dated September 09, 2021 - extend Contract twelve (12) months, ending September 08, 2022.
 - f. Amendment 6 dated September 09, 2021 – Temporary Price Adjustment dated October 13, 2021.
- E. Enterprise Services and Contractor are witnessing unanticipated costs increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly tensioning pricing pertaining to this Master Contract. Accordingly, the Parties now desire to amend the Master Contract to address certain unanticipated cost increases and provide temporary an equitable, temporary price adjustment consistent with the purpose of this Master Contract.
- F. The amendment set forth herein is within the scope of the Master Contract.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Master Contract, as previously amended, as follows:

1. TEMPORARY PRICE ADJUSTMENT. The Master Contract is amended to add the following provision:

TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, beginning July 08, 2022, upon written request by Contractor, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract's applicable price adjustment procedures, if any; *Provided, however, that:*

- (a) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Master Contract goods/services;
- (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);
- (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;
- (d) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Master Contract prices for impacted goods/services with the Master Contract's allocation of risk/return (e.g., Contractor's margin);
- (e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Master Contract based on the unexpected costs identified to Enterprise Services;
- (f) Contractor, acting in good faith, also must evaluate and, as appropriate,

propose temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;

- (g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;
- (h) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and
- (i) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Master Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Master Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. An electronic signature of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

ZECO SYSTEMS, INC., DBA GREENLOTS
A CALIFORNIA STATE COMPANY

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____

By: _____

Name: _____

Name: Mark McClurkin

Title: _____

Title: Contract Specialist 3

Date: _____

Date: _____

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	04016
Zeco Systems Inc. dba Shell EV Charging Solutions Americas 777 S Alameda St Suite 200 Los Angeles, CA 90021	Amendment No.:	8
	Effective Date:	September 9, 2022

**EIGHTH AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Eighth Amendment (“Amendment”) to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Zeco Systems, Inc. DBA Shell EV Charging Solutions Americas, a Delaware corporation (“Contractor”) and is effective as of September 9, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective as of September 09, 2016 (“Contract”).
- B. The Parties previously amended the Contract once:
- a. Amendment 00201 dated effective April 1, 2017, to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
 - b. Amendment 2 dated September 09, 2020 - The Contract term is amended to extend the term twelve (12) months.
 - c. Amendment 3 dated September 09, 2020 – extend Contract twelve (12) months, ending September 09, 2021.
 - d. Amendment 4 dated September 09, 2020 – Product/Price changes additions/removals.
 - e. Amendment 5 dated September 09, 2021 - extend Contract twelve (12) months, ending September 08, 2022.
 - f. Amendment 6 – Temporary Price Adjustment dated October 13, 2021.
 - g. Amendment 7 – Contract Extension dated July 8, 2022.
- C. The amendment set forth herein is within the scope of the Contract.

D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **TERM.** The Contract term is amended to extend the term twelve (12) months, ending September 09, 2023.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

ZECO SYSTEMS, INC. DBA SHELL EV CHARING SOLUTIONS AMERICAS

STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES

DocuSigned by:
By: Matthew Androski
UCF119AE4F5E476...

By: Mark McClurkin

Name: Matthew Androski
Title: Chief Commercial Officer
Date: 9/6/2022

Name: Mark McClurkin
Title: Contracts Specialist 3
Date: 09/06/22

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	04016
Zeco Systems Inc. dba Shell Recharge Solutions 777 S Alameda St #220 Los Angeles, CA 90021	Amendment No.:	10
	Effective Date:	September 9, 2023

**TENTH AMENDMENT
TO
CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Tenth Amendment (“Amendment”) to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Zeco Systems, Inc. DBA Shell Recharge Solutions, a Delaware corporation (“Contractor”) and is effective as of September 9, 2023.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective as of September 09, 2016 (“Contract”).
- B. The Parties previously amended the Contract seven times:
 - Amendment 1 – Adjust VMF, dated April 1, 2017
 - Amendment 2 – Extend term for twelve (12) months, dated September 10, 2019
 - Amendment 3 – Extend term for twelve (12) months, dated September 9, 2020
 - Amendment 5 – Extend term for twelve (12) months, dated September 9, 2021.
 - Amendment 6 – Temporary Price Adjustment, dated October 13, 2021.
 - Amendment 7 – Temporary Price Adjustment, dated July 8, 2022.
 - Amendment 8 – Extend the term twelve (12) months, dated September 9, 2022.
 - Amendment 9 – Catalog add – not signed.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

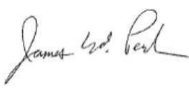
AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:


1. **TERM.** The Contract term is amended to extend the term twelve (12) months, ending September 09, 2024.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**ZECO SYSTEMS, INC. DBA SHELL RECHARGE SOLUTIONS,
A CALIFORNIA STATE COMPANY**

By: _____

 Name: ___ Jim Perkins _____
 Title: _Head of Fleet Solutions U.S. _____
 Date: _____9/5/2023 _____

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____

 Name: Kelli Carmony
 Title: Procurement Supervisor
 Date: _____9/6/23 _____