

EV0603
CONTRACT AMENDMENT NO. 1
COMPRESSED NATURAL GAS (CNG) VEHICLE FUELING STATION LEASE
AND NON-EXCLUSIVE CNG SALES AGREEMENT

This Amendment to the Compressed Natural Gas (CNG) Vehicle Fueling Station Lease and Non-Exclusive CNG Sales Agreement by and among THE CITY OF KANSAS CITY, MISSOURI (the “City”), and Clean Energy, a California corporation registered to do business as Clean Energy CA Corp., (“Contractor” or “CE”) is amended as follows:

- A. The Parties agree to amend the Compressed Natural Gas (CNG) Vehicle Fueling Station Lease and Non-Exclusive CNG Sales Agreement as follows:

Section 1. Changes to Contract Article 4 entitled “Term” to reflect the addition of City’s five (5) one-year options, CE’s installation of the Cold Weather Package and a new Exhibit 6 and Exhibit 6A.

- Article 4 Term in the Agreement is hereby deleted, and the following new Article 4 Term is added to the Agreement to read as follows:

ARTICLE 4.

TERM

4.1 Term. The term (“Initial Term”) of this Agreement commenced December 15, 2014, and ends on the tenth (10th) anniversary of the date CNG is first dispensed to the City or a Third-Party Customer from CE at the Station (the “Commencement Date”). **The City may renew this Agreement for up to five (5) additional one-year terms after the Initial Term by giving CE written notice of such renewal at least thirty (30) Days prior to the expiration date of the then term; provided however, if the City does not timely provide CE written notice of such renewal, the Agreement will be automatically renewed for an additional one-year term up to a total of four (4) additional one-year terms.** The Initial Term and any renewal terms are referred to herein as the “Term.” If City shall fail to issue a renewal notice to CE, the Agreement shall continue month to month under the same terms and conditions until the expiration of this Agreement or as when earlier terminated in accordance with this Agreement. Notwithstanding anything to the contrary, the execution of Contract Amendment No. 1 shall serve as the City’s exercise of the first one-year renewal option.

4.2 Buyout Option.

(a) If the City terminates the Agreement before the end of the five (5) one-year renewals, the City shall be required to purchase the Station for the depreciated book value of the Station, based on a five (5) year straight line depreciation, as set forth in Exhibit 6, which includes the Cold Weather Package set forth in Exhibit 6A. If the City exercises all five one-year options, then upon the end of the fifth one-year option period, the City shall own the CNG Vehicle Fueling Station at 5300 Municipal Ave. and CE shall transfer title to the CNG Vehicle Fueling Station including but not limited to all equipment and infrastructure at no cost to the City and CE shall

be entitled to no additional compensation for such transfers.

(b)CE shall design and install the Cold Weather Package that is valued at \$77,426.00 in accordance with all applicable laws and contract requirements and as set forth in Exhibit 6A and CE shall be entitled to no additional compensation from the City for CE's installation of the Cold Weather Package. If the Parties agree through a written contract amendment, Exhibit 6 shall be updated by CE to account for any Alterations to the Station to expand capacity for the City but not for Third Party Customers.

4.3 Sale, Abandonment or Removal. Unless otherwise agreed to by the Parties in writing, upon termination (except for termination for convenience, which shall be handled as specified in Section 14.2) or expiration of this Agreement (except as specified in Section 4.2), CE shall have the right, but not the obligation, to (i) sell the Station to the City on mutually agreeable terms or (ii) remove the Station at CE's sole expense (including any and all merchandise, equipment, furnishings, fixtures, machinery and tools relating to the Station), from the Premises, which shall be restored in all material respects to their condition as of the Effective Date of this Agreement, reasonable wear and tear, excluding the removal of any underground piping which may be left in place by CE. Thereafter, CE shall have no further rights or obligations under this Agreement with respect to the Premises, except as expressly stated herein.

Section 2. Changes to Contract Section 14.2 entitled "Termination for Convenience" to reflect new provisions.

- Section 14.2 Termination for Convenience is hereby deleted, and the following new Section 14.2 is added to the Agreement to read as follows:

14.2 Termination for Convenience. The City shall be entitled to terminate this Agreement for convenience with respect to the Station by providing CE with ninety (90) days prior written notice; provided, that on or before the termination date the City shall pay to CE the depreciated book value of the Station as set forth in Exhibit 6.

Section 3. Changes to Contract Article 15 entitled "Default" to reflect new additional required City contract terms.

- Article 15 Default is amended to add the following Sections to the Agreement to read as follows:

15.27 Anti-Discrimination Against Israel. If this Agreement exceeds \$100,000.00 and Contractor employs at least ten (10) employees, pursuant to Section 34.600, RSMo., by executing this Agreement, Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or

organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

15.28 Non-Discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

15.29 Ban the Box in Hiring and Promotion.

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

© This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

15.30 Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Section 4. Changes to Exhibit 6 entitled "City of Kansas City – Station Buyout Schedule" to reflect new provisions.

- Exhibit 6 City of Kansas City – Station Buyout Schedule is hereby deleted and replaced with a new Exhibit 6, attached hereto. In addition, Exhibit 6a, attached hereto, is hereby added to the Agreement.

Section 5. Sections not amended. All other Articles and subsections of the Compressed Natural Gas (CNG) Vehicle Fueling Station Lease and Non-Exclusive CNG Sales Agreement and Leasing shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract Amendment No. 1 to the Compressed Natural Gas (CNG) Vehicle Fueling Station Lease and Non-Exclusive CNG Sales Agreement on the respective dates set forth below.

CLEAN ENERGY, REGISTERED TO DO BUSINESS AS CLEAN ENERGY CA CORP.

I hereby certify that I have the authority to execute
this document on behalf of Clean Energy, registered to do business as Clean Energy CA Corp.

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

Exhibit 6

Five (5) year Station Buyout schedule that includes the cost of the Cold Weather Package:

Month of contract	Stipulated Monthly buyout	Month of contract	Stipulated Monthly buyout
120	757,464.78	151	366,107.98
121	744,840.37	152	353,483.56
122	732,215.95	153	340,859.15
123	719,591.54	154	328,234.74
124	706,967.13	155	315,610.33
125	694,342.72	156	302,985.91
126	681,718.30	157	290,361.50
127	669,093.89	158	277,737.09
128	656,469.48	159	265,112.67
129	643,845.06	160	252,488.26
130	631,220.65	161	239,863.85
131	618,596.24	162	227,239.43
132	605,971.82	163	214,615.02
133	593,347.41	164	201,990.61
134	580,723.00	165	189,366.20
135	568,098.59	166	176,741.78
136	555,474.17	167	164,117.37
137	542,849.76	168	151,492.96
138	530,225.35	169	138,868.54
139	517,600.93	170	126,244.13
140	504,976.52	171	113,619.72
141	492,352.11	172	100,995.30
142	479,727.69	173	88,370.89
143	467,103.28	174	75,746.48
144	454,478.87	175	63,122.07
145	441,854.46	176	50,497.65
146	429,230.04	177	37,873.24
147	416,605.63	178	25,248.83
148	403,981.22	179	12,624.41
149	391,356.80	180	0.00
150	378,732.39		

Exhibit 6A

The Cold Weather Package

CE will install the OEM recommended and approved components for operating in cold climates on all compressors so that the compressors operate consistently at cold temperatures. A cold weather package is a set of modifications or additional components designed to operate the compressors reliably in cold temperatures. These modifications are crucial to prevent issues like:

- **Oil thickening:** Low temperatures can cause the compressor oil to thicken, making it difficult to circulate and reducing lubrication.
- **Electrical component failure:** Cold weather can affect the performance of electrical components, leading to malfunctions.
Water condensation and freezing: Moisture in the air can condense and freeze within the compressor, causing damage.

Common components of a cold weather package:

- **Heaters:** Crank case heaters to heat the oil sump, electrically rated heated circulation fan to provide heat in the compressor enclosure.
- **Specialized lubricants:** Lower viscosity lubricants can be used to ensure proper lubrication in cold conditions.
Modified electrical components: Reversing cooler fans and actuated vent louvers to draw in heat and keep it circulating inside the compressor enclosure.