

**THIRD AMENDMENT TO THE AMENDED AND RESTATED ELECTRIC VEHICLE SHARING CONCESSION AGREEMENT DATED AS OF THE 31<sup>ST</sup> DAY OF MARCH, 2015 BY AND BETWEEN THE CITY OF INDIANAPOLIS, INDIANA AND BLUEINDY, LLC**

Third Amendment to the Amended and Restated Electric Vehicle Sharing Concession Agreement, dated March 31, 2015 (the "Third Amendment"), between the City of Indianapolis, Indiana, a municipal corporation, acting by and through the Office of the Mayor ( the "City"), and BlueIndy, LLC, an Indiana Limited Liability Company ("Company"), collectively referred to as the "Parties", and each, a "Party".

WHEREAS, the Parties have entered into an Amended And Restated Electric Vehicle Sharing Concession Agreement Dated As Of The 31st Day Of March, 2015 By And Between The City Of Indianapolis, Indiana And BlueIndy, LLC ("Concession Agreement"), as amended on October 8, 2015 (the "First Amendment") and March 30, 2016 (the "Second Amendment") (the Concession Agreement, First Amendment, and Second Amendment collectively referred to as the "Existing Agreement"); and

WHEREAS, the Parties desire to amend the Existing Agreement to reflect multiple changes agreed upon between the Parties;

WHEREAS, pursuant to Section 12.10 of the Existing Agreement, the amendment contemplated by the Parties must be contained in a written agreement signed by each Party;

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Definitions.**

Capitalized terms used and not defined in this Third Amendment have the respective meanings assigned to them in the Existing Agreement.

**2. Amendments to the Existing Agreement.**

As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

**a. Section 2.03(a)(ii) (Rates)**

Add the following sentence at the end of the section:

The rates and charges shall be initially as listed on the Company's website at the time that this agreement becomes effective and are subject to change by the Company at any time at its sole discretion, provided that such charges should remain within a reasonable range of similar services in similar cities.

**b. Section 2.04(b)(i) (Notice to Proceed)**

Add the following sentence at the end of the section:

The City shall provide a copy of the Notice to Proceed ("NTP") to a designated representative of the City-County Council as soon as reasonably practical, but not more than three (3) days after receipt of the NTP from the Company.

**c. Section 2.05(a) (Locations)**

Add the following paragraph at the end of the section:

The City and the Company agree that public notice and public input in the placement of Locations is similarly a critical element to the success of the Services. The Company shall provide the City as much notice as possible of the approximate location of a contemplated Location in the manner provided in Section 2.05(d).

**d. Section 2.05(d) (Locations)**

Replace the second paragraph (as originally added by the Second Amendment) with the following:

The City may collaborate with the Company in the early identification of future stations in the public right of way, including involving the City's neighborhood advocates and the City-County Council to solicit public feedback. This input from the City will serve to identify potential future sites for the Company's consideration and for technical feasibility studies. As part of this collaboration, for all Locations for which an NTP has not been submitted prior to the Effective Date of the Third Amendment, the Company will inform the City on a regular basis of sites under consideration. The Company will provide the City as much notice as possible, but not less than sixteen (16) days before inclusion of a site in an NTP, of: (1) the approximate street address or other proposed physical location of a site, and (2) the estimated date on which the Company anticipates including the site in an NTP assuming they are selected by the Company. This will allow the City to provide residents and businesses in the vicinity any notice it deems appropriate. The City shall provide such notices to a designated representative of the City-County Council as soon as reasonably practical, but not more than three (3) days after receipt of the notices from the Company. If the City fails to so notify the Council, such delay shall not affect the Company's compliance with this notice provision and the NTP process. The Company shall additionally post a sign, in a format to be agreed upon by the City Representative and the Company within two weeks of the execution of this Third Amendment and no more costly than the standard of the trade, as near as possible to the proposed site and at least sixteen (16) days before approval of an NTP by the City. Such signage shall give notice that a BlueIndy station is proposed for the site and include contact information for residents to provide public comments, including at minimum contact information for the City Representative.

**e. Section 2.05(h) (Locations)**

After Section 2.05(g), add a new Section 2.05(h) as follows:

Upon signature of the Third Amendment, the City may conduct a "Good Reason" assessment of twenty-seven (27) Locations listed in Appendix 1 for which an NTP has been granted and which are already operational or under construction. Such an assessment shall apply the Good Reason review process described in Section 2.05(e) and in the Second Amendment. The City shall have forty-five (45) days after the Effective Date of the Third Amendment to notify the Company in

writing of any Location for which it believes a Good Reason exists and of the City's desire to relocate the Location. Such notice shall include the evidence of the Good Reason and the alternative location(s) within a reasonable distance from the existing Location, as defined and required by Section 2.05(e), provided that such alternative locations shall be in compliance with the Good Reason review process. If the City believes no adequate alternative location exists within the reasonable distance as required by Section 2.05(e), the City and Company shall agree upon a third party to conduct an independent review of whether an alternative location exists that complies with Section 2.05(e). If such a review is required, the 45-day period shall be extended, as to that station(s) only, for a period of time mutually agreed upon by the parties. If the third party determines that no alternative location that complies with the Good Reason review process exists within the distance specified by Section 2.05(e), then the City and the Company shall select an alternative location outside the distance limit that complies with the Good Reason review process. Notwithstanding Section 2.05(g), the Company shall be responsible for the relocation costs of any Locations listed in Appendix 1 for which the City determines that a Good Reason exists, up to a maximum of seven (7) stations.

**f. Section 5.07(b)(i) (Property Taxes)**

This section is replaced in whole with the below:

Property Taxes on Real Property. The Company shall pay property taxes on its real and personal property, as applicable, but shall not be responsible for payment of property taxes on property owned by the City.

**3. Date of Effectiveness; Limited Effect.**

This Third Amendment will be deemed effective on the date on which it first becomes fully executed by all below listed Parties (the "Effective Date"). Except as expressly provided in this Third Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Existing Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement will mean and be a reference to the Existing Agreement as amended by this Third Amendment.

**4. Miscellaneous.**

This Third Amendment is governed by, and construed in accordance with, the laws of the State of Indiana, without regard to the conflict of laws provisions of such State.

This Third Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

The headings in this Third Amendment are for reference only and do not affect the interpretation of this Third Amendment.

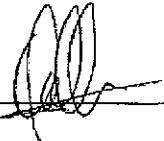
This Third Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.

This Third Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as follows:

**BlueIndy, LLC**

By:

  
\_\_\_\_\_

Printed: Hervé Muller

Title: President

Date: September 29, 2016

**City of Indianapolis**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved for form and legality  
City of Indianapolis*

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved for availability of funds  
City of Indianapolis*

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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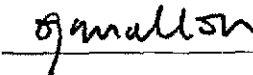
BlueIndy, LLC

By: \_\_\_\_\_  
Printed: Hervé Muller  
Title: President  
Date: \_\_\_\_\_

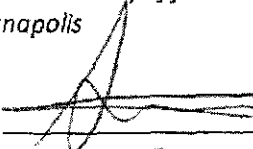
City of Indianapolis

By:   
Printed: THOMAS COOK  
Title: CHIEF OF STAFF  
Date: 09/30/16

*Approved for form and legality*  
City of Indianapolis

By:   
Printed: Andrew J. Mallon  
Title: Corporation Counsel  
Date: 9/29/16

*Approved for availability of funds*  
City of Indianapolis

By:   
Printed: Faely Qaddoura  
Title: Controller  
Date: 10/07/2016

Appendix 1

Station Name	Nearest Address
Washington & Meridian	2 E Washington St
Fountain Square 1	1107 E Morris St
Irvington	27 S Audubon Rd
Ohio & Penn	103 E Ohio St
Washington & Illinois	107 W Washington St
City County Building	11 N Delaware St
54th & College	5351 N College Ave
City Market	121 N Delaware St
49th & Penn	112 E 49th St
56th & Illinois	110 W 56th St
Mass Ave 1	313 N Delaware St
52nd & College	685 E 52nd St
Broad Ripple	945 E Westfield Blvd
Virginia 1 (Fletcher Place)	550 Virginia Ave
Ohio & Illinois	180 N Illinois St
Mass Ave 3	505 E Walnut St
New York & New Jersey	375 E New York St
Fountain Square 2	1010 E Virginia Ave
Mass Ave 4	891 Massachusetts Ave
North & College	609 N College Ave
9th & Meridian	922 N Meridian St
New York & College	305 N College Ave
St Clair & Alabama	772 N Alabama St
East Vermont	1175 E Vermont St
Mass Ave 2	416 E Michigan St
Arch & East	842 N East St
42nd & College	308 W 42nd St

**AGREEMENT TO EXTEND IPL'S PROVISION OF EXTENSION SERVICES  
UNDER THE AMENDED AND RESTATED ELECTRIC VEHICLE SHARING  
CONCESSION AGREEMENT OF MARCH 31, 2015, AND THE AMENDED AND  
RESTATED EXTENSION SERVICES AGREEMENT OF MARCH 31, 2015**

WHEREAS, the Consolidated City of Indianapolis, Indiana, a municipal corporation acting by and through the Office of the Mayor (the "City"), and BlueIndy, LLC, an Indiana Limited Liability Company ("BlueIndy"), entered into an Amended and Restated Electric Vehicle Sharing Concession Agreement, dated March 31, 2015 ("Concession Agreement") and amended on October 8, 2015, and March 30, 2015;

WHEREAS, the City and Indianapolis Power & Light Company, an Indiana corporation with its principal office located at One Monument Circle, Indianapolis, IN 46204 ("IPL"), entered into an Amended and Restated Extension Services Agreement, dated March 31, 2015 ("Extension Services Agreement");

WHEREAS, the City, IPL, and BlueIndy are referred to herein collectively as the Parties;

WHEREAS, Section 2.04(d)(iv) of the Concession Agreement states that IPL's obligation to perform Work, as defined in the Concession Agreement, may be extended beyond December 31, 2016, if agreed to by the Parties in writing; and

WHEREAS, Section 3(b) of the Extension Services Agreement states that IPL's obligation to perform Extension Services, as defined in the Extension Services Agreement, may be extended beyond December 31, 2016, if agreed to by the Parties in writing;

WHEREAS, Section 6(a)(i) of the Extension Services Agreement states that the City shall not amend the Concession Agreement without the prior written consent of IPL;

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. IPL shall perform IPL's Work, as defined in the Concession Agreement, through June 30, 2017, and shall give due consideration to an additional six month extension if requested by BlueIndy.

2. IPL shall perform Extension Services, as defined in the Extension Services Agreement, through June 30, 2017, and shall give due consideration to an additional six month extension if requested by BlueIndy.
3. The Parties further acknowledge and agree that IPL shall complete such Work and Extension Services that were begun at least sixty (60) days prior to June 30, 2017, as provided in the original Concession Agreement and Extension Services Agreement.
4. IPL consents to the third amendment to the Concession Agreement, to be executed in conjunction with the BlueIndy franchise agreement and attached herein as Exhibit 1.



IN WITNESS WHEREOF, the Parties have executed this agreement as follows:

BlueIndy, LLC

By: 

Printed: Hervé Muller

Title: President

Date: 9/21/2016

City of Indianapolis

By: 

Printed: THOMAS COOK

Title: CHIEF OF STAFF

Date: 09/30/14

Indianapolis Power & Light Company

By: 

Printed: Rafael Sanchez

Title: President & CEO

Date: 10/13/16

*Approved for form and legality*

City of Indianapolis

By: 

Printed: Andrew J. Malton

Title: Corporation Counsel

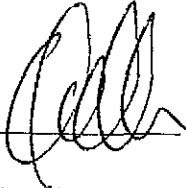
Date: 9/29/16

DW

IN WITNESS WHEREOF, the Parties have executed this agreement as follows:

BlueIndy, LLC

By: \_\_\_\_\_



Printed: Hervé Muller

Title: President

Date: \_\_\_\_\_

9/21/2016

City of Indianapolis

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Indianapolis Power & Light Company

By: \_\_\_\_\_

Printed: Rafael Sanchez

Title: President & CEO

Date: \_\_\_\_\_

*Approved for form and legality*  
City of Indianapolis

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT 1

**THIRD AMENDMENT TO THE AMENDED AND RESTATED ELECTRIC VEHICLE SHARING CONCESSION  
AGREEMENT DATED AS OF THE 31<sup>ST</sup> DAY OF MARCH, 2015 BY AND BETWEEN THE CITY OF  
INDIANAPOLIS, INDIANA AND BLUEINDY, LLC**

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As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

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Add the following sentence at the end of the section:

The rates and charges shall be initially as listed on the Company's website at the time that this agreement becomes effective and are subject to change by the Company at any time at its sole discretion, provided that such charges should remain within a reasonable range of similar services in similar cities.

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Add the following sentence at the end of the section:

The City shall provide a copy of the Notice to Proceed ("NTP") to a designated representative of the City-County Council as soon as reasonably practical, but not more than three (3) days after receipt of the NTP from the Company.

**c. Section 2.05(a) (Locations)**

Add the following paragraph at the end of the section:

The City and the Company agree that public notice and public input in the placement of Locations is similarly a critical element to the success of the Services. The Company shall provide the City as much notice as possible of the approximate location of a contemplated Location in the manner provided in Section 2.05(d).

**d. Section 2.05(d) (Locations)**

Replace the second paragraph (as originally added by the Second Amendment) with the following:

The City may collaborate with the Company in the early identification of future stations in the public right of way, including involving the City's neighborhood advocates and the City-County Council to solicit public feedback. This input from the City will serve to identify potential future sites for the Company's consideration and for technical feasibility studies. As part of this collaboration, for all Locations for which an NTP has not been submitted prior to the Effective Date of the Third Amendment, the Company will inform the City on a regular basis of sites under consideration. The Company will provide the City as much notice as possible, but not less than sixteen (16) days before inclusion of a site in an NTP, of: (1) the approximate street address or other proposed physical location of a site, and (2) the estimated date on which the Company anticipates including the site in an NTP assuming they are selected by the Company. This will allow the City to provide residents and businesses in the vicinity any notice it deems appropriate. The City shall provide such notices to a designated representative of the City-County Council as soon as reasonably practical, but not more than three (3) days after receipt of the notices from the Company. If the City fails to so notify the Council, such delay shall not affect the Company's compliance with this notice provision and the NTP process. The Company shall additionally post a sign, in a format to be agreed upon by the City Representative and the Company within two weeks of the execution of this Third Amendment and no more costly than the standard of the trade, as near as possible to the proposed site and at least sixteen (16) days before approval of an NTP by the City. Such signage shall give notice that a BlueIndy station is proposed for the site and include contact information for residents to provide public comments, including at minimum contact information for the City Representative.

**e. Section 2.05(h) (Locations)**

After Section 2.05(g), add a new Section 2.05(h) as follows:

Upon signature of the Third Amendment, the City may conduct a "Good Reason" assessment of twenty-seven (27) Locations listed in Appendix 1 for which an NTP has been granted and which are already operational or under construction. Such an assessment shall apply the Good Reason review process described in Section 2.05(e) and in the Second Amendment. The City shall have forty-five (45) days after the Effective Date of the Third Amendment to notify the Company in

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**f. Section 5.07(b)(i) (Property Taxes)**

This section is replaced in whole with the below:

Property Taxes on Real Property. The Company shall pay property taxes on its real and personal property, as applicable, but shall not be responsible for payment of property taxes on property owned by the City.

**3. Date of Effectiveness; Limited Effect.**

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**4. Miscellaneous.**

This Third Amendment is governed by, and construed in accordance with, the laws of the State of Indiana, without regard to the conflict of laws provisions of such State.

This Third Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

The headings in this Third Amendment are for reference only and do not affect the interpretation of this Third Amendment.

This Third Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.

This Third Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as follows:

**BlueIndy, LLC**

By:

  
\_\_\_\_\_

Printed: Hervé Muller

Title: President

Date: September 29, 2016

**City of Indianapolis**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved for form and legality  
City of Indianapolis*

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved for availability of funds  
City of Indianapolis*

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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By: \_\_\_\_\_

Printed: Hervé Muller

Title: President

Date: \_\_\_\_\_

**City of Indianapolis**

By: 

Printed: THOMAS COOK

Title: CHIEF OF STAFF

Date: 09/30/16

*Approved for form and legality  
City of Indianapolis*


By: 

Printed: Andrew J. Mallon

Title: Corporation Counsel

Date: 9/29/16

*Approved for availability of funds  
City of Indianapolis*

By: 

Printed: Fredy Quednowa

Title: Controller

Date: 10/07/2016



Appendix 1

Station Name	Nearest Address
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Washington & Illinois	107 W Washington St
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54th & College	5351 N College Ave
City Market	121 N Delaware St
49th & Penn	112 E 49th St
56th & Illinois	110 W 56th St
Mass Ave 1	313 N Delaware St
52nd & College	685 E 52nd St
Broad Ripple	945 E Westfield Blvd
Virginia 1 (Fletcher Place)	550 Virginia Ave
Ohio & Illinois	180 N Illinois St
Mass Ave 3	505 E Walnut St
New York & New Jersey	375 E New York St
Fountain Square 2	1010 E Virginia Ave
Mass Ave 4	891 Massachusetts Ave
North & College	609 N College Ave
9th & Meridian	922 N Meridian St
New York & College	305 N College Ave
St Clair & Alabama	772 N Alabama St
East Vermont	1175 E Vermont St
Mass Ave 2	416 E Michigan St
Arch & East	842 N East St
42nd & College	308 W 42nd St